

<i>SERFF Tracking Number:</i>	<i>ELAS-125867745</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40648</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>CROSSINGS - NQ</i>		
<i>Project Name/Number:</i>	<i>CROSSINGS - NQ/2008IFLNQ-I-A</i>		

Filing at a Glance

Company: AXA Equitable Life Insurance Company

Product Name: CROSSINGS - NQ

SERFF Tr Num: ELAS-125867745 State: ArkansasLH

TOI: A03I Individual Annuities - Deferred
Variable

SERFF Status: Closed

State Tr Num: 40648

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num:

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Author: Allison LaChapelle

Disposition Date: 11/24/2008

Date Submitted: 10/22/2008

Disposition Status: Approved

Implementation Date Requested: 11/21/2008

Implementation Date:

State Filing Description:

General Information

Project Name: CROSSINGS - NQ

Status of Filing in Domicile: Not Filed

Project Number: 2008IFLNQ-I-A

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Due to a recent change in law, the state of New York no longer requires filing of this type of form for use outside of New York. Instead, New York now requires that we file annually, a list identifying and describing the policy forms issued by us for delivery outside New York.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 11/24/2008

State Status Changed: 11/24/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Please see attached Filing Letter.

SERFF Tracking Number: ELAS-125867745 State: Arkansas
 Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 40648
 Company Tracking Number:
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: CROSSINGS - NQ
 Project Name/Number: CROSSINGS - NQ/2008IFLNQ-I-A

Company and Contact

Filing Contact Information

Gregory Prato, Assistant Vice President gprato@mony.com
 1290 Avenue of the Americas, 14th Floor (212) 314-5710 [Phone]
 New York, NY 10104 (212) 314-4561[FAX]

Filing Company Information

AXA Equitable Life Insurance Company	CoCode: 62944	State of Domicile: New York
1290 Avenue of the Americas, 14-10	Group Code: 968	Company Type: LIFE Insurance
New York,, NY 10104	Group Name:	State ID Number:
(212) 314-2921 ext. [Phone]	FEIN Number: 13-5570651	

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: DOI filing fee is
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AXA Equitable Life Insurance Company	\$50.00	10/22/2008	23394022

SERFF Tracking Number: ELAS-125867745 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	11/24/2008	11/24/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Linda Bird	10/27/2008	10/27/2008	Allison LaChapelle	11/24/2008	11/24/2008
Industry Response						

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Individual Variable Annuity Application Form	Form	Allison LaChapelle	10/22/2008	10/22/2008

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Due Date for Objection	Note To Filer	Linda Bird	11/04/2008	11/04/2008
Due Date for Objection	Note To Reviewer	Allison LaChapelle	11/03/2008	11/03/2008

<i>SERFF Tracking Number:</i>	<i>ELAS-125867745</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>CROSSINGS - NQ</i>		
<i>Project Name/Number:</i>	<i>CROSSINGS - NQ/2008IFLNQ-I-A</i>		

Disposition

Disposition Date: 11/24/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ELAS-125867745 State: Arkansas

Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 40648

Company Tracking Number:

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: CROSSINGS - NQ

Project Name/Number: CROSSINGS - NQ/2008IFLNQ-I-A

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Variable Material		Yes
Supporting Document	Filing Letter		Yes
Supporting Document	Response Letter to 10/27/08 Objection letter		Yes
Form	Individual Variable Annuity Contract		Yes
Form	Individual Variable Annuity Data Pages		Yes
Form	Individual Variable Annuity Application Form		Yes
Form (revised)	Individual Variable Annuity Application Form		Yes
Form	Individual Variable Annuity Application Form		Yes

SERFF Tracking Number: ELAS-125867745 State: Arkansas
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Project Name/Number: CROSSINGS - NQ/2008IFLNQ-I-A

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 10/27/2008
Submitted Date 10/27/2008

Respond By Date

Dear Gregory Prato,

This will acknowledge receipt of the captioned filing.

Objection 1

- Certification/Notice (Supporting Document)

Comment: Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

Response Letter

Response Letter Status Submitted to State
Response Letter Date 11/24/2008
Submitted Date 11/24/2008

Dear Linda Bird,

Comments:

Response 1

Comments: Dear Ms. Linda Bird,

Thank you for your letter dated October 27, 2008 to Mr. Gregory Prato regarding this filing. Please see the attached response letter.

Thank you.

SERFF Tracking Number: ELAS-125867745 State: Arkansas
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 40648
Company Tracking Number:
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: CROSSINGS - NQ
Project Name/Number: CROSSINGS - NQ/2008IFLNQ-I-A

Related Objection 1

Applies To:

- Certification/Notice (Supporting Document)

Comment:

Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Response Letter to 10/27/08 Objection letter

Comment: Please see attached Response Letter to 10/27/08 Objection letter.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Allison LaChapelle

SERFF Tracking Number: ELAS-125867745 *State:* Arkansas
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Product Name: CROSSINGS - NQ
Project Name/Number: CROSSINGS - NQ/2008IFLNQ-I-A

Note To Filer

Created By:

Linda Bird on 11/04/2008 10:05 AM

Subject:

Due Date for Objection

Comments:

Please reply to objection letter dated 10/27/08 by 11/26/08. Thanks

SERFF Tracking Number: ELAS-125867745 *State:* Arkansas
Filing Company: AXA Equitable Life Insurance Company *State Tracking Number:* 40648
Company Tracking Number:
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Product Name: CROSSINGS - NQ
Project Name/Number: CROSSINGS - NQ/2008IFLNQ-I-A

Note To Reviewer

Created By:

Allison LaChapelle on 11/03/2008 11:28 AM

Subject:

Due Date for Objection

Comments:

Dear Ms. Bird,

Please advise the due date for us to respond to your October 27, 2008 objection.

Thank you.

SERFF Tracking Number: ELAS-125867745 State: Arkansas

Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 40648

Company Tracking Number:

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: CROSSINGS - NQ

Project Name/Number: CROSSINGS - NQ/2008IFLNQ-I-A

Amendment Letter

Amendment Date:

Submitted Date: 10/22/2008

Comments:

Correction was made to form no. 2008 App IFL-NQ-FP under the Form Schedule tab.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
2008 App IFL-NQ-FP	Application/Enrollment Form	Individual Variable Annuity Application Form	Initial					2008 App IFL-NQ-FL 10-22-08.pdf

SERFF Tracking Number: ELAS-125867745 State: Arkansas

Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 40648

Company Tracking Number:

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: CROSSINGS - NQ

Project Name/Number: CROSSINGS - NQ/2008IFLNQ-I-A

Form Schedule

Lead Form Number: 2008IFLNQ-I-A

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	2008IFLNQ-I-A	Policy/Contract	Individual Variable Annuity Contract	Initial			NQ Crossings Contract Final A.pdf
	2008IFLNQ DP	Data/Declaration Pages	Individual Variable Annuity Data Pages	Initial			Data Pages NQ Final - Indiv.pdf
	2008 App IFL-NQ	Application/Enrollment Form	Individual Variable Annuity Application Form	Initial			2008 App IFL-NQ 10-22-08.pdf
	2008 App IFL-NQ-FP	Application/Enrollment Form	Individual Variable Annuity Application Form	Initial			2008 App IFL-NQ-FL 10-22-08.pdf

[Owner: JOHN DOE
Successor Owner: MARY DOE

Annuitant: JOHN DOE

Contract Date: March 1 2009]

FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT

Processing Office: AXA Equitable Life Insurance Company, [P.O. Box 1547,
Secaucus, New Jersey 07096-1547]

This Contract is issued in return for the Contributions to be made to us under the Contract.

In this Contract, “we”, “our” and “us” mean AXA Equitable Life Insurance Company (“AXA Equitable”). “You” and “your” mean the Owner. We will provide the benefits and other rights pursuant to the terms of this Contract.

This Contract provides a Lifetime Income Benefit which guarantees that you can receive lifetime payments up to a maximum amount per Contract Year. See Part VI, “Lifetime Income Benefit” which describes the terms and conditions of this benefit.

TEN DAYS TO CANCEL – Not later than ten days after you receive this Contract, you may return it to us. We will cancel it and refund any Contribution made to us.

New York,

AXA EQUITABLE LIFE INSURANCE COMPANY, a stock life insurance company.

Home Office address: [1290 Avenue of the Americas, New York, New York 10104]



Christopher M. Condon
Chairman and Chief Executive Officer



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel

The Annuity Account Value held in the Separate Account may increase or decrease in value based on the value of Separate Account assets which are not guaranteed as to fixed dollar amounts. Separate Account assets will increase or decrease in value based upon investment results.

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PART I - DEFINITIONS

SECTION 1.01 ANNUITANT

“Annuitant” means (i) the individual shown as such in the Data Pages, who is also the Owner, or (ii) the Successor Owner, upon the death of the Owner.

SECTION 1.02 ANNUITY ACCOUNT VALUE

“Annuity Account Value” means the sum of the amounts held for you in the Variable Investment Options.

SECTION 1.03 ANNUITY BENEFIT

“Annuity Benefit” means a benefit payable by us as described in Part VIII.

SECTION 1.04 AUTOMATIC PAYMENT PLAN

“Automatic Payment Plan” means a withdrawal plan for periodic payments up to the Guaranteed Annual Payment amount each Contract Year, if such withdrawal plan is shown in the Data Pages.

SECTION 1.05 BUSINESS DAY

“Business Day” means generally any day on which the New York Stock Exchange is open for trading and generally ends at 4:00 pm Eastern Time or such other time as we state in writing to the Owner.

SECTION 1.06 CASH VALUE

“Cash Value” means an amount equal to the Annuity Account Value, less any charges that apply under Part IX and any applicable Endorsement(s) or Rider(s).

SECTION 1.07 CODE

“Code” means the Internal Revenue Code of 1986, as amended at any time, or any corresponding provisions of prior or subsequent United States revenue laws. References to the “Code” in this Contract include references to applicable Federal income tax Regulations.

SECTION 1.08 CONTRACT

“Contract” means this contract including the Data Pages and any endorsement(s) or rider(s).

SECTION 1.09 CONTRACT DATE

“Contract Date” means the date on which the Owner is enrolled under the Contract according to our enrollment procedures. Such date is shown in the Data Pages.

SECTION 1.10 CONTRACT DATE ANNIVERSARY

A Contract Date Anniversary is the last day of the Contract Year.

SECTION 1.11 CONTRACT YEAR

“Contract Year” means the twelve month period starting on (i) the Contract Date and (ii) each anniversary of the Contract Date, unless we agree to another period.

SECTION 1.12 CONTRIBUTION

“Contribution” means a payment made to us under the Contract. See Section 3.01.

SECTION 1.13 EMPLOYER

“Employer” means, if applicable, an employer as defined in an endorsement hereto.

SECTION 1.14 GUARANTEED ANNUAL PAYMENT

Guaranteed Annual Payment means the payment amount under the Lifetime Income Benefit, as described in Part VI.

SECTION 1.15 JOINT LIFE CONTRACT

“Joint Life Contract” means a contract that was issued with a Successor Owner.

SECTION 1.16 MATURITY DATE

“Maturity date” means the date on which the annuity payments described in Section 8.02 are to commence. The Maturity Date is shown in the Data Pages and is subject to change as described in Section 8.02. The Maturity Date is based on the Annuitant’s date of birth.

SECTION 1.17 OWNER

“Owner” means the person shown as such in the Data Pages.

If the Successor Owner is a joint owner as shown in the Data Pages, the Owner and joint owner possess an undivided interest in the rights of the entire Contract and must act jointly in exercising any ownership rights. Except for purposes of “Owner Death Distribution Rules” or as otherwise indicated, any reference to “you” and “your” in the Contract will apply to both the Owner and the joint owner. A joint owner must be the Successor Owner. A joint owner may not designate a new Successor Owner upon the death of the Owner. A Successor Owner with joint ownership rights may not be removed without the joint owner’s consent. Joint ownership rights do not survive the joint owner’s death.

SECTION 1.18 PLAN

“Plan” means, if applicable, the retirement plan from which the distribution used to purchase the Contract was made or which purchased this Contract for distribution to the Owner.

SECTION 1.19 PROCESSING DATE

A Processing Date is each Contract Date Anniversary. If the Contract Date Anniversary is not on a Business Day, then the Processing Date is the first Business Day thereafter. “Processing Date” means the day(s) we deduct charges from the Annuity Account Value.

SECTION 1.20 PROCESSING OFFICE

“Processing Office” means the AXA Equitable administrative office shown on the cover page of this Contract, or such other location we may state upon written notice to you.

SECTION 1.21 SEPARATE ACCOUNT

“Separate Account” means any of the Separate Accounts described or referred to in Sections 2.01 and 2.04.

SECTION 1.22 SINGLE LIFE CONTRACT

“Single Life Contract” means a contract that is issued without a Successor Owner.

SECTION 1.23 SUCCESSOR OWNER

“Successor Owner” means the individual shown as such in the Data Pages when a Joint Life Contract is owned by an individual. The Successor Owner must be the spouse of the Owner on the Contract Date, unless a change is subsequently made in accordance with Section 6.03.

SECTION 1.24 TRANSACTION DATE

“Transaction Date” is the Business Day we receive at the Processing Office a Contribution or a transaction request providing the information we need. Transaction requests must be in a form acceptable to us.

SECTION 1.25 VARIABLE INVESTMENT OPTION

“Variable Investment Option” means a subdivision of a Separate Account available under this Contract. A Variable Investment Option may invest its assets in a separate class (or series) of shares of a specified trust or investment company where each class (or series) represents a separate portfolio in the specified trust or investment company.

PART II – VARIABLE INVESTMENT OPTIONS

SECTION 2.01 SEPARATE ACCOUNT

We have established the Separate Account(s) and maintain such Account(s) in accordance with the laws of New York State. Income, realized and unrealized gains and losses from the assets of the Separate Account(s) are credited to or charged against it without regard to our other income, gains or losses. Assets are placed in the Separate Account(s) to support this Contract and other variable annuity contracts and certificates. Assets may be placed in the Separate Account(s) for other purposes, but not to support contracts or policies other than variable annuities and variable life insurance.

The Data Pages set forth the Separate Account(s). A Separate Account may be subdivided into Variable Investment Options.

The assets of a Separate Account are our property. The portion of such assets equal to the reserves and other contract liabilities will not be chargeable with liabilities which arise out of any other business we conduct. We may transfer assets of a Separate Account in excess of the reserves and other liabilities with respect to such Account to another Separate Account or to our general account.

We may, at our discretion, invest Separate Account assets in any investment permitted by applicable law. We may rely conclusively on the opinion of counsel (including counsel in our employ) as to what investments we may make as law permits.

SECTION 2.02 SEPARATE ACCOUNT ACCUMULATION UNITS AND UNIT VALUES

The amount you have in a Variable Investment Option at any time is equal to the number of Accumulation Units you have in that Variable Investment Option multiplied by the Variable Investment Option's Accumulation Unit Value at that time. "Accumulation Unit" means a unit which is purchased in a Separate Account. "Accumulation Unit Value" means the dollar value of each Accumulation Unit in a Separate Account on a given date. (If Variable Investment Options apply as described in Section 2.01, then the terms of this Section 2.02 apply separately to each Variable Investment Option, unless otherwise stated.)

Amounts allocated or transferred to a Separate Account are used to purchase Accumulation Units of that Account. Units are redeemed when amounts are deducted, transferred or withdrawn.

The number of Accumulation Units you have in a Separate Account at any time is equal to the number of Accumulation Units purchased minus the number of Units redeemed in that Account up to that time. The number of Accumulation Units purchased or redeemed in a transaction is equal to the dollar amount of the transaction divided by the Account's Accumulation Unit Value for that Transaction Date.

We determine Accumulation Unit Values for each Separate Account for each Valuation Period. A “Valuation Period” is each Business Day together with any consecutive preceding non-business days. For example, for each Monday which is a Business Day, the preceding Saturday and Sunday will be included to equal a three-day Valuation Period.

Unless the following paragraph applies, the Accumulation Unit Value for a Separate Account for any Valuation Period is equal to the Accumulation Unit Value for the immediately preceding Valuation Period multiplied by the ratio of values “(i)” and “(ii)”. Value “(i)” is the value of the Separate Account at the close of business at the end of the current Valuation Period, before any amounts are allocated to or withdrawn from the Separate Account in that Period. Value “(ii)” is the value of the Separate Account at the close of business at the end of the preceding Valuation Period, after all allocations and withdrawals were made for that Period. For this purpose, “value of the Separate Account” means the market value or, where there is no readily available market, the fair value of the assets allocated to the Separate Account, as determined in accordance with our rules, accepted accounting practices, and applicable laws and regulations.

To the extent the Separate Account invests in Variable Investment Options, and the assets of the Variable Investment Options are invested in a class or series of shares of a specified trust or investment company, the Accumulation Unit Value of a Variable Investment Option for any Valuation Period is equal to the Accumulation Unit Value for that Fund on the immediately preceding Valuation Period multiplied by the Net Investment Factor for that Fund for the current Valuation Period. The Net Investment Factor for a Valuation Period is (a) divided by (b) minus (c), where

- (a) is the value of the Variable Investment Option's shares of the related portfolio of the specified trust or investment company at the end of the Valuation Period (before taking into account any amounts allocated to or withdrawn from the Variable Investment Option for the Valuation Period and after deduction of investment advisory fees and direct operating expenses of the specified trust or investment company; for this purpose, we use the share value reported to us by the specified trust or investment company);
- (b) is the value of the Variable Investment Option's shares of the related portfolio of the specified trust or investment company at the end of the preceding Valuation Period (taking into account any amounts allocated or withdrawn for that Valuation Period);
- (c) is the daily charge (see Section 9.04) for the expenses and risks of this Contract, times the number of calendar days in the Valuation Period, plus any charge for taxes or amounts set aside as a reserve for taxes.

SECTION 2.03 AVAILABILITY OF VARIABLE INVESTMENT OPTIONS

Section 3.01 describes how Contributions are allocated among the Variable Investment Options under the Contract based on your election. Your election is subject to the

available Variable Investment Options on the Contract Date as shown in the Data Pages. We have the right to add Variable Investment Options and to limit the number of Variable Investment Options which you may elect.

SECTION 2.04 CHANGES WITH RESPECT TO SEPARATE ACCOUNT

In addition to the right reserved pursuant to Section 2.03, we have the right, subject to compliance with applicable law, including approval of Contract owners if required:

- (a) to add Variable Investment Options (or sub-funds of Variable Investment Options) to, or to remove Variable Investment Options (or sub-funds) from, the Separate Account, or to add other separate accounts;
- (b) to combine any two or more Variable Investment Options or sub-funds thereof;
- (c) to transfer the assets we determine to be the share of the class of contracts to which this Contract belongs from any Variable Investment Option to another Variable Investment Option;
- (d) to operate the Separate Account or any Variable Investment Option as a management investment company under the Investment Company Act of 1940, in which case charges and expenses that otherwise would be assessed against an underlying mutual fund would be assessed against the Separate Account;
- (e) to operate the Separate Account or any Variable Investment Option as a unit investment trust under the Investment Company Act of 1940;
- (f) to deregister the Separate Account under the Investment Company Act of 1940, provided that such action conforms with the requirements of applicable law;
- (g) to restrict or eliminate any voting rights as to the Separate Account;
- (h) to cause one or more Variable Investment Options to invest some or all of their assets in one or more other trusts or investment companies.

If the exercise of these rights results in a material change in the underlying investment of a Separate Account, you will be notified of such exercise, as required by law.

PART III - CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.01 CONTRIBUTIONS, ALLOCATIONS

You must allocate Contributions among the Variable Investment Options. You need not allocate Contributions to each Variable Investment Option available. You may change the allocation election at any time by sending us a request in a form we accept. Allocation percentages must be in whole numbers (no fractions) and must total 100%.

Each Contribution is allocated (after deduction of any charges that may apply) in accordance with the allocation election in effect on the Transaction Date. Contributions made to a Separate Account purchase Accumulation Units in that Account, using the Accumulation Unit Value for that Transaction Date.

SECTION 3.02 LIMITS ON CONTRIBUTIONS

We have the right not to accept any Contribution which is less than the minimum amount shown in the Data Pages. The Data Pages indicate other minimum and maximum Contribution requirements which may apply. We also have the right, upon advance notice to you, to:

- (a) change such requirements to apply to Contributions made after the date of such change, and
- (b) discontinue acceptance of Contributions under this Contract with respect to all Owners or with respect to all Owners to whom the same type of Contract applies.

PART IV - TRANSFERS AMONG VARIABLE INVESTMENT OPTIONS

SECTION 4.01 TRANSFER REQUESTS

You may request to transfer all or part of the amount held in a Variable Investment Option to one or more of the other Variable Investment Options. The request must be in a form we accept. All transfers will be made on the Transaction Date. Transfers are subject to Section 4.02 and to our rules in effect at the time of transfer. With respect to a Separate Account, the transfers will be made at the Accumulation Unit Value for that Transaction Date.

SECTION 4.02 TRANSFER RULES

The transfer rules which apply are described in the Data Pages. A transfer request will not be accepted if it involves less than the minimum amount, if any, stated in the Data Pages (unless the Annuity Account Value is less than such amount). We have the right to change our transfer rules. Any change will be made upon advance notice to you.

PART V – WITHDRAWALS AND TERMINATION

SECTION 5.01 WITHDRAWALS

Unless otherwise stated in the Data Pages, you may request, pursuant to our procedures then in effect, a withdrawal from the Variable Investment Options before the Maturity Date and while you are alive. The request must be in a form we accept.

On the Transaction Date, we will pay the amount of the withdrawal requested or, if less, the Cash Value. The amount to be paid plus any Withdrawal Charge which applies (see Section 9.01) will be withdrawn on a pro-rata basis from the amounts held for you in the Variable Investment Options, unless you elect otherwise and unless otherwise stated in the Data Pages.

We will not accept a withdrawal request that is less than the minimum amount, if any, stated in the Data Pages. Further conditions or restrictions apply as described below under Lifetime Income Benefit.

SECTION 5.02 TERMINATION OF THE CONTRACT

Unless the conditions described in Section 6.02, “Effect of your Annuity Account Value Falling to Zero” apply, upon surrender of this Contract, we will pay the Cash Value (not the Income Base) to the Owner and no further Guaranteed Annual Payments will be made. Your Contract will also terminate on the issuance of a supplementary contract as described in Part VI, Lifetime Income Benefit and Part VIII, Annuity Benefit. Your Contract will terminate upon the Last Applicable Death as described in Part VII, subject to our obligation to pay any remaining death benefit. We will not be liable for any payments we make or actions we take in accordance with the Contract before receiving notice of death.

PART VI - LIFETIME INCOME BENEFIT

SECTION 6.01 LIFETIME INCOME BENEFIT

Under the Lifetime Income Benefit, we guarantee that when you reach age [59 1/2] (or, if later, when your Successor Owner reaches age [59 1/2]), you will be eligible to receive payments while you are living, even if such payments cause the Annuity Account Value to fall to zero. Once eligible, payments, for purposes of the Lifetime Income Benefit, are your total withdrawals during each Contract Year up to the Guaranteed Annual Payment amount (as defined below). If a Successor Owner is named in the Data Pages, we guarantee such payments during the lives of you and such Successor Owner. The terms and conditions of the Lifetime Income Benefit are set forth below.

A Contract with no Successor Owner named in the Data Pages is a Single Life Contract. A Contract with a Successor Owner named in the Data Pages is a Joint Life Contract. You cannot add a Successor Owner to a Single Life Contract.

SECTION 6.02 DEFINITIONS AND CONDITIONS

Income Base

Your Income Base is equal to your initial Contribution and will increase or decrease, as follows: 1) your Income Base increases by the dollar amount of any subsequent Contribution, 2) your Income Base may be increased by an “Annual Step-Up” or “Deferral Bonus”, and 3) your Income Base may be reduced by withdrawals that exceed your Guaranteed Annual Payment amount (“Excess Withdrawals”) as described below.

Guaranteed Annual Payment Amount

Your Guaranteed Annual Payment amount is equal to the Applicable Percentage of the Income Base as shown in the Data Pages. Your Guaranteed Annual Payment amount may increase or decrease, as follows: 1) your Guaranteed Annual Payment amount will increase to the Applicable Percentage of your Income Base that is increased by any subsequent Contribution, 2) your Guaranteed Annual Payment amount will increase to the Applicable Percentage of your Income Base that is increased by an “Annual Step-Up” or “Deferral Bonus”, and 3) your Guaranteed Annual Payment amount may be reduced by Excess Withdrawals as described below.

To the extent so provided in the Data Pages, Guaranteed Annual Payments may be taken through an Automatic Payment Plan we offer. If you take less than the Guaranteed Annual Payment amount in any Contract Year, you may not add the remainder to your Guaranteed Annual Payment amount in any subsequent Contract Year. If Subsequent Contributions are permitted in the Data Pages, once any withdrawal is made, no subsequent Contributions may be made.

Annual Step-Up

Your Income Base is recalculated on each Contract Date Anniversary to equal the greater of (i) the Annuity Account Value or (ii) the prior Income Base. If the Income Base is increased by such recalculation, your Guaranteed Annual Payment amount will be increased as of the next Contract Year following such Contract Date Anniversary to equal your Applicable Percentage multiplied by your new Income Base.

If on the Contract Date Anniversary your Income Base would be eligible for both an Annual Step-Up and a Deferral Bonus, only one of them will be applied, as described below under “Deferral Bonus”.

Deferral Bonus

The “Deferral Bonus” is an amount that is applied to your Income Base on each Contract Anniversary until you make a withdrawal. Once any withdrawal (including a Guaranteed Annual Payment Amount) is made, you are no longer eligible to receive a Deferral Bonus in that or any subsequent Contract Year.

The Deferral Bonus is determined as follows:

For the first Contract Year, the Deferral Bonus will be [6%] of Contributions received in the first [90 days].

For Contract Years after the first, the Deferral Bonus will be [6%] of your total Contributions, except Contributions made in the immediately preceding [twelve months].

If your Income Base has been increased because of an Annual Step-Up, any Deferral Bonus applicable in the following years will be [6%] of the sum of the adjusted Income Base plus any Contributions received after the Income Base adjustment except Contributions made during the [twelve months] immediately preceding the Contract Date Anniversary on which the Deferral Bonus is to be applied.

In a Contract Year in which the Deferral Bonus is applicable, we will, on the Contract Date Anniversary, compare:

(i) the sum of the Deferral Bonus and the current Income Base, which, for purposes of this paragraph, is called the “Deferral Bonus Income Base” to

(ii) the Annuity Account Value.

If the Deferral Bonus Income Base is greater than the Annuity Account Value, the Deferral Bonus Income Base amount will become the new Income Base and there is no further Annual Step-Up on that Contract Date Anniversary. If the Deferral Bonus Income Base amount is less than or equal to the Annuity Account Value, then the Income Base will be increased to the Annuity Account Value; the Annual Step-Up will apply and the Deferral Bonus will not apply.

Excess Withdrawal

An Excess Withdrawal occurs when either: (i) in a Single Life Contract you make a withdrawal before reaching age [59 1/2] (or in a Joint Life Contract you make a withdrawal before the younger individual reaches age [59 1/2]), or (ii) you withdraw more than your Guaranteed Annual Payment amount in any Contract Year. Once a withdrawal causes cumulative withdrawals in a Contract Year to exceed your Guaranteed Annual Payment amount, the entire amount of that withdrawal and all subsequent withdrawals in that Contract Year are considered Excess Withdrawals.

Withdrawals made before your (or your Successor Owner's if later) [59 1/2th] birthday do not affect your Guaranteed Annual Payment Amount, except as described in this Section under "Income Base".

If you make an Excess Withdrawal, we recalculate your Income Base and the Guaranteed Annual Payment amount, as follows: 1) The Income Base is reset as of the date of the Excess Withdrawal to equal the lesser of (i) the Income Base immediately prior to the Excess Withdrawal or (ii) the Annuity Account Value immediately following the Excess Withdrawal. 2) The Guaranteed Annual Payment amount is recalculated to equal the lesser of (i) the Applicable Percentage multiplied by the reset Income Base, and (ii) the Guaranteed Annual Payment amount prior to the Excess Withdrawal.

An Excess Withdrawal that reduces your Annuity Account Value to zero terminates the Contract, including all benefits, without value.

Effect of your Annuity Account Value Falling to Zero

If, while you are living and this Contract is in effect, you make a withdrawal for an amount that is equal to or exceeds the Annuity Account Value but is not an Excess Withdrawal, you will receive Guaranteed Annual Payments subject to the following terms and conditions: The date of such event is the benefit transaction date for purposes of this subsection. Guaranteed Annual Payments will be made for the full amount on the next Contract Date Anniversary following the benefit transaction date and continue on each subsequent Contract Date Anniversary, while you or the Successor Owner, if applicable, is living. If, on the benefit transaction date, you were taking payments through an Automatic Payment Plan, the frequency of payments after the benefit termination date is described in the Data Pages. If you were not taking payments through an Automatic Payment Plan, then any remaining balance of the Guaranteed Annual Payment for the Contract Year in which your Annuity Account Value was reduced to zero will be paid to you in a lump sum on the benefit transaction date and Guaranteed Annual Payments will continue to be made for the full amount thereafter on an annual basis. As of the benefit transaction date, your Contract will be cancelled and a supplementary life annuity contract setting forth your continuing benefit will be issued to you, as further described below.

When the supplementary life annuity contract is issued, the Owner of record under this Contract on the benefit transaction date will be the Owner under the supplementary life annuity contract. The Owner will also become the Annuitant under the supplementary life annuity contract.

Other Conditions

We may require proof acceptable to us that the person on whose life a benefit payment is based is alive when each payment is due. We will require proof of the age of any such person on whose life a benefit is based.

If a benefit was based on information that is later found not to be correct, including but not limited to age or sex, such benefit will be adjusted on the basis of the correct information. The adjustment will be made in the number or amount of the benefit payments, or any amount used to provide the benefit, or any combination. Overpayments by us will be charged against future payments. Underpayments will be added to future payments. Our liability is limited to the correct information and the actual amounts used to provide the benefits.

SECTION 6.03 CERTAIN CHANGES UNDER JOINT LIFE CONTRACTS

Change of Successor Owner

Before any payment or other withdrawal has been made under this Contract you may change the Successor Owner named in the Data Pages to your current spouse. Any such change must be made in writing in a form we accept. The change will take effect as of the date you sign it, but, we will not be liable as to any payments we make or actions we take before we receive such change.

After a payment or other withdrawal has been made under this Contract, the Successor Owner cannot be changed.

Conversion to a Single Life Contract

- (i) Before Guaranteed Annual Payments have commenced under this Contract, you may terminate the Successor Owner provisions of this Contract by written notice satisfactory to us. Effective on the Transaction Date we receive the notice, the Lifetime Income Benefit guarantee will apply solely with respect to your life and we will adjust the Lifetime Income Benefit charge shown in the Data Pages prospectively to the single life charge for Contracts of the same class as yours. The commencement of the Guaranteed Annual Payment as described in Section 6.02 will be based on your attainment of age [59 1/2]. Once the Successor Owner provisions have been terminated, a new Successor Owner may not be named.
- (ii) After Guaranteed Annual Payments have commenced under this Contract, you may terminate the Successor Owner provisions of this Contract.

Effective on the Transaction Date we receive the notice, the Lifetime Income Benefit guarantee will apply solely with respect to your life; however, we will not reduce the charge for the benefit shown in the Data Pages. Once the Successor Owner provisions have been terminated, a new Successor Owner may not be named.

Contracts Split By Court Order

If required under an applicable court order relating to a divorce, we will split the Contract as near as is practicable in accordance with the Order, and in order to effect the split, we will replace the Contract with two single-life Contracts.

- (i) If the split of the Contract occurs before any payment or other withdrawal has been made under the Contract, the Lifetime Income Benefit charge under each respective new Contract will be lowered prospectively to the single life charge, and the Applicable Percentage for Guaranteed Annual Payments will be based on each respective individual's age at first payment or other withdrawal.
- (ii) If the split of the Contract occurs after any payment or other withdrawal has been made under your original Contract, the Lifetime Income Benefit charge will remain a joint life charge and the Applicable Percentage that was established at first withdrawal will remain the same for each respective individual under a new Contract.

PART VII - PAYMENT UPON DEATH

SECTION 7.01 BENEFICIARY

You give us the name of the beneficiary who is to receive any death benefit payable upon the “Last Applicable Death” under this Contract (“Beneficiary”).

“Last Applicable Death” means:

For a Single Life Contract, the Last Applicable Death is the death of the Owner.

For a Joint Life Contract, the Last Applicable Death is the death of the second to die of the Owner and the Successor Owner, provided that the Owner and Successor Owner are married at the time of the first death.

For a Joint Life Contract where the Owner and Successor Owner are not married at the time of the first death, the Payment Upon Death Rules described in Section 7.04 applies.

You may change the Beneficiary from time to time during your lifetime and while coverage under the Contract is in force. Any such change must be made in writing in a form we accept. A change will, upon receipt at the Processing Office, take effect as of the date the written form is executed, whether or not you are living on the date of receipt. We will not be liable as to any payments we make or actions we take before we receive any such change.

You may name one or more persons to be primary Beneficiary upon the Last Applicable Death and one or more other persons to be successor Beneficiary if the primary Beneficiary dies before the Owner. Unless you direct otherwise, if you have named two or more persons as Beneficiary, the Beneficiary will be the named person or persons who survive you and payments will be made to such persons in equal shares or to the survivor.

Any part of a death benefit payable as described in Section 7.02 for which there is no named Beneficiary living at your death will be payable in a single sum to the Owner’s surviving spouse, if any; if there is no surviving spouse, then to the surviving children in equal shares; if there are no surviving children, then to the Owner’s estate.

SECTION 7.02 PAYMENT UPON DEATH

Upon the Last Applicable Death before the Annuity Account Value falls to zero and before an Annuity Benefit is elected under Section 8.01, we will pay a death benefit to the Beneficiary in accordance with Section 7.05.

The Death Benefit is equal to the Annuity Account Value at the time of payment.

Payment of a Death Benefit will be made upon our receipt of the following “Beneficiary Requirements”:

- (i) a properly completed written request;
- (ii) due proof of death (as evidenced by a certified copy of the death certificate);
- (iii) proof satisfactory to us that the person claiming the Death Benefit is the person entitled to receive it;
- (iv) tax information required by the Code; and
- (v) any other forms we require.

For a Joint Life Contract, upon the death of the Owner, the Successor Owner becomes the sole Owner and the new Annuitant. The Contract and Lifetime Income Benefit continue. However, no additional Contributions will be permitted. If Guaranteed Annual Payments have commenced, the Contract continues with the Joint Life charge and with payments over the Successor Owner's life only. If Guaranteed Annual Payments have not commenced, they will begin when the Successor Owner reaches age [59 1/2]. Charges will be reduced to a Single Life charge prospectively.

SECTION 7.03 OWNER DEATH DISTRIBUTION RULES UNDER SECTION 72(S) OF THE CODE

Section 72(s) of the Code requires that where any annuity contract owner dies on or after the annuity starting date and before the entire interest in the annuity contract has been distributed, the remaining portion of the interest must be distributed at least as rapidly as under the method of distribution being used as of the date of death. Section 72(s) of the Code also requires that where any annuity contract owner dies before the annuity starting date, the entire interest in the annuity contract must be distributed within five years after the owner's death as described in Section 72(s)(1)(B) of the Code. If the beneficiary is an individual, in the alternative, payments must begin within one year after the owner's death as a life annuity or installment option for a period of not longer than the life expectancy of the individual beneficiary as described in Section 72(s)(2) of the Code. However, if the beneficiary is the owner's surviving spouse, no payments of the owner's interest in the annuity contract are required until after the surviving spouse's death

The following applies to payments after the "Last Applicable Death" and before a supplementary contract has been issued:

Any Death Benefit applied as an Annuity Benefit in Part VIII will be paid out over the life of the Beneficiary or for a period not exceeding the Beneficiary's life expectancy (such payments must begin no later than one year after the Last Applicable Death), and any Death Benefit that is not applied as an Annuity Benefit in Part VIII will be paid out within five years of the Last Applicable Death.

The following applies to payments on the Last Applicable Death after a supplementary contract has been issued:

If the Last Applicable Death occurs after a supplementary contract has been issued, any payments will continue to be made pursuant to the terms of the supplementary contract.

Owner Death Distribution Rules--exception to payment of Death Benefit in a single sum

Under the following circumstances, the Death Benefit described in Section 7.02 will not be paid in a single sum at the Last Applicable Death and before a supplementary contract has been issued and the coverage under the Contract (not including the Lifetime Income Benefit) will continue as described below.

If you are married at the time of your death and the only person named as your Beneficiary under Section 7.01 is your surviving spouse, and your surviving spouse elects to become "Successor Owner and Annuitant" of your Contract, then no Death Benefit would be paid under the Contract until after your surviving spouse's death. The Successor Owner Annuitant who elects to continue the Contract may not make any Contributions to the Contract.

SECTION 7.04 EFFECT OF DIVORCE ON REQUIRED PAYMENTS AT DEATH

- I. If the Contract is issued as a Joint Life Contract with joint ownership rights in the Successor Owner, the Owner and Successor Owner subsequently divorce, and the Contract is not split, then the following applies on the death of the first to die of the Owner or the Successor Owner before a supplementary contract has been issued.
 - A. Payments will be made to the surviving Owner or Successor Owner, not the Beneficiary. Payments will only be made to the Beneficiary if the surviving Owner or Successor Owner also dies before the entire interest in the Contract is fully distributed.
 - B. As described above in this Section, the entire interest in the Contract must be distributed within five years after the first death, unless the surviving Owner or Successor Owner elects to take the alternative payments in the form of a life annuity or installment option for a period of not longer than life expectancy, beginning within one year after the first death.
 - C. If the surviving Owner or Successor Owner elects to take the entire interest in the Contract within five years after the first death, then he/she has the option to terminate the Lifetime Income Benefit and the related charge on written request to us.

- II. If the Contract is issued as a Joint Life Contract without joint ownership rights in the Successor Owner, the Owner and Successor Owner subsequently divorce, and the Contract is not split, then the following applies on the death of the Owner before a supplementary contract has been issued. (If the Successor Owner is the first to die, there is no effect on the payments.)
 - A. Payments will be made to the surviving Successor Owner, not the Beneficiary.
 - B. As described above in this Section, the entire interest in the Contract must be distributed within five years after the Owner's death, unless the surviving Successor Owner elects to take the alternative payments in the form of a life annuity or installment option for a period of not longer than life expectancy, beginning within one year after the Owner's death.
 - C. If the surviving Successor Owner elects to take the entire interest in the Contract within five years after the Owner's death, then he/she has the option to terminate the Lifetime Income Benefit and the related charge on written request to us.

SECTION 7.05 MANNER OF PAYMENT

If you so elect in writing, any amount that would otherwise be payable to a Beneficiary in a single sum may be applied to provide an Annuity Benefit in Part VIII, on the form of annuity elected by you, subject to the terms of this Contract and any applicable endorsement and our rules then in effect. If, at the Last Applicable Death, as defined in Section 7.01, there is no election in effect, the Beneficiary may make such an election. In the absence of any election by either you or the Beneficiary, we will pay the Death Benefit in a single sum.

PART VIII ANNUITY BENEFITS

SECTION 8.01 ELECTION OF ANNUITY BENEFITS

As of the Maturity Date, provided the Annuitant is then living, the Annuity Account Value will be applied to provide the Normal Form of Annuity Benefit (described below). However, you may instead elect (i) to have the Cash Value paid in a single sum, (ii) to apply the Annuity Account Value or Cash Value, whichever applies pursuant to the first paragraph of Section 8.05, to provide an Annuity Benefit of any form offered by us or one of our subsidiary life insurance companies, or (iii) to apply the Cash Value to provide any other form of benefit payment we offer, subject to our rules then in effect and applicable laws and regulations. At the time an Annuity Benefit is purchased, we will issue a supplementary contract which reflects the Annuity Benefit terms.

We will provide notice and election forms to you not more than six months before the Maturity Date.

We have the right to require you to furnish any information we need to provide an Annuity Benefit. We will be fully protected in relying on such information and need not inquire as to its accuracy or completeness.

SECTION 8.02 COMMENCEMENT OF ANNUITY BENEFITS

Before the Maturity Date, you may elect to change such Date to any date after your election is filed (other than the 29th, 30th, or 31st of any month). You must do this in writing. The change will not take effect until your written election is received and accepted by us at our Processing Office.

However, no Maturity Date will be later than the first day of the month which follows the date the Annuitant attains the “maximum maturity age” or, if later, the tenth anniversary of the Contract Date. The current “maximum maturity date” is shown in the Data Pages, but may be changed by us in conformance with applicable law. The Maturity Date may not be earlier than [thirteen months] following the Contract Date.

SECTION 8.03 ANNUITY BENEFIT

Payments under an Annuity Benefit will be made monthly. You may elect instead to have the Annuity Benefit paid at other intervals, such as every three months, six months, or twelve months, instead of monthly, subject to our rules at the time of your election or as otherwise stated in the Data Pages or any endorsement hereto. This election may be made at the time the Annuity Benefit form as described in Section 8.01 is elected. In that event, all references in this Contract to monthly payments will, with respect to the Annuity Benefit to which the election applies, be deemed to mean payments at the frequency elected.

SECTION 8.04 ANNUITY BENEFIT FORMS

The “Normal Form” of Annuity Benefit is an Annuity Benefit payable on the Life-Period Certain Annuity Form described below. We may offer other annuity forms as available from us or from one of our affiliated or subsidiary life insurance companies.

The Life-Period Certain Annuity is an annuity payable during the lifetime of the person upon whose life the payments depend, but with 10 years of payments guaranteed (10 years certain period). That is, if the original payee dies before the certain period has ended, payments will continue to the beneficiary named to receive such payments for the balance of the certain period.

SECTION 8.05 AMOUNT OF ANNUITY BENEFITS

If you elect pursuant to Section 8.01 to have an Annuity Benefit paid in lieu of the Cash Value, the amount applied to provide the Annuity Benefit will, unless otherwise stated in the Data Pages or required by applicable laws or regulations, be (i) the Annuity Account Value if the annuity form elected provides payments for a person's remaining lifetime or (ii) the Cash Value if the annuity form elected does not provide such lifetime payments.

The amount applied to provide an Annuity Benefit may be reduced by a charge for any taxes which apply on annuity purchase payments. The balance will be used to purchase the Annuity Benefit on the basis of either (i) the Tables of Guaranteed Annuity Payments or (ii) our then current individual annuity rates, whichever rates would provide a larger benefit with respect to the payee.

SECTION 8.06 CONDITIONS

We may require proof acceptable to us that the person on whose life a benefit payment is based is alive when each payment is due. We will require proof of the age of any such person on whose life an Annuity Benefit is based.

If a benefit was based on information that is later found not to be correct, such benefit will be adjusted on the basis of the correct information. The adjustment will be made in the number or amount of the benefit payments, or any amount used to provide the benefit, or any combination. Overpayments by us will be charged against future payments. Underpayments will be added to future payments. Our liability is limited to the correct information and the actual amounts used to provide the benefits.

If the age (or sex, if applicable as stated in the Tables of Guaranteed Annuity Payments) of any person upon whose life an Annuity Benefit depends has been misstated, any benefits will be those which would have been purchased at the correct age (or sex). Any overpayments or underpayments made by us will be charged or credited with interest at (a) the rate shown in the Data Pages or (b) the then current Guaranteed Interest Rate; we will choose which rate will apply on a uniform basis for like Contracts. Such interest will be deducted from or added to future payments.

If we receive acceptable proof that (i) a payee entitled to receive any payment under the terms of this Contract is physically or mentally incompetent to receive such payment or a minor, (ii) another person or an institution is then maintaining or has custody of such payee, and (iii) no guardian, committee, or other representative of the estate of such payee has been appointed, we may make the payments to such other person or institution. In the case of a minor, the payments will not exceed \$200, or such other amount as may be shown in the Data Pages. We will have no further liability with respect to the payments so made.

If the amount to be applied hereunder is less than the minimum amount stated in the Data Pages, we may pay the amount to the payee in a lump sum instead of applying it under the annuity form elected.

SECTION 8.07 CHANGES

We have the right, upon advance notice to you, to change at any time after the fifth anniversary of the Contract Date and at intervals of not less than five years, the actuarial basis used in the Tables of Guaranteed Annuity Payments. However, no such change will apply to (a) any Annuity Benefit provided before the change or (b) Contributions made before such change which are applied to provide an Annuity Benefit.

PART IX - CHARGES

SECTION 9.01 WITHDRAWAL CHARGES

The amount of the Withdrawal Charge is stated in the Data Pages.

A “Free Withdrawal Amount” will apply as follows:

“Free Withdrawal Amount” means an amount that may be withdrawn each Contract Year without incurring a Withdrawal Charge. At any time after you or any Successor Owner, whoever is younger, is age [59 1/2], the “Free Withdrawal Amount” is equal to the Guaranteed Annual Payment at the beginning of the Contract Year minus any amount previously withdrawn during the Contract Year. There is no Free Withdrawal Amount prior to that age.

If the amount of a withdrawal is more than an applicable Free Withdrawal Amount as defined above, we will (a) first withdraw from the Variable Investment Options, on the basis described in Section 5.01, an amount equal to the Free Withdrawal Amount, and (b) then withdraw from the Variable Investment Options an amount equal to the excess of the amount requested over the Free Withdrawal Amount, plus a Withdrawal Charge if one applies.

Any withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made. For purposes of this Section, amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of any Contributions.

If specified in the Data Pages we have the right to reduce or waive the Withdrawal Charge upon such events as stated in the Data Pages. Moreover, the Withdrawal Charge will be reduced if needed in order to comply with any applicable state or federal law. The Free Withdrawal Amount does not apply when calculating the withdrawal charge applicable upon a surrender.

SECTION 9.02 CHARGES DEDUCTED FROM ANNUITY ACCOUNT VALUE

As of each Processing Date, we will deduct the Charges shown in the Data Pages.

If specified in the Data Pages, the Charges will be deducted in full or prorated for the Contract Year, or portion thereof, in which the Contract Date occurs or in which the Annuity Account Value is withdrawn or applied to provide an Annuity Benefit or death benefit. If so, the Charges will be deducted when withdrawn or so applied.

The amount of any such Charge will in no event exceed any maximum amount shown in the Data Pages, subject to any maximum amount permitted under any applicable law.

We have the right to change the amount of the Charges with respect to future Contributions. We will give you advance notice of any such change.

SECTION 9.03 TRANSFER CHARGES

We have the right to impose a charge with respect to any transfer among Variable Investment Options after the number of free transfers, shown in the Data Pages. The amount of such charge will be set forth in a notice from us to you and will in no event exceed any maximum amount stated in the Data Pages.

SECTION 9.04 ANNUAL CHARGE

Assets of the Variable Investment Options will be subject to an annual charge to be assessed as a daily asset charge. This daily asset charge is for the expenses and benefit features of the Contract. The charge will be made pursuant to item (c) of “Net Investment Factor” as defined in Section 2.02. Such charge will be applied after any deductions to provide for taxes. It will be at a rate not to exceed the maximum annual rate stated in the Data Pages. We have the right to charge less on a current basis; the actual charge to apply, for at least the first Contract Year, is also stated in the Data Pages.

SECTION 9.05 CHANGES

In addition to our right to reduce or waive charges as described in this Part IX, we have the right, upon advance notice to you, to increase the amount of any charge stated in the Data Pages, subject to (a) any maximum amount provided in this Part IX or the Data Pages and (b) with respect to Administrative or Other Charges deducted from the Annuity Account Value, the application of any increase only to Contributions made after the date of the change.

PART X - GENERAL PROVISIONS

SECTION 10.01 CONTRACT

This Contract, including any Data Pages, endorsements and riders attached hereto, is the entire contract between the parties. It will govern with respect to our rights and obligations.

This Contract may not be changed, nor may any of our rights or rules be waived, except in writing and by our authorized officer.

SECTION 10.02 STATUTORY COMPLIANCE

We have the right to change this Contract without the consent of any other person in order to comply with any laws and regulations that apply. Such right will include, but not be limited to, the right to conform this Contract to reflect changes in the Code, in Treasury regulations or published rulings of the Internal Revenue Service, Employee Retirement Income Security Act of 1974 (ERISA), as amended, and in Department of Labor regulations.

The benefits and values available under this Contract will not be less than the minimum benefits required by any state law that applies.

SECTION 10.03 DEFERMENT

The use of proceeds to provide a payment of a death benefit and payment of any portion of the Annuity Account Value (less any Withdrawal Charge that applies) will be made within seven days after the Transaction Date. Payments or use of proceeds from the Variable Investment Options can be deferred for any period during which (1) the New York Stock Exchange is closed or trading is restricted, (2) sales of securities or determination of the fair value of an Variable Investment Option's assets is not reasonably practicable because of an emergency, or (3) the Securities and Exchange Commission, by order, permits us to defer payment in order to protect persons with interests in the Variable Investment Options.

SECTION 10.04 REPORTS AND NOTICES

At least once each year while the Contract is in effect, we will send you a report showing:

- (a) the total number of Accumulation Units in each Separate Account or Variable Investment Option;
- (b) the Accumulation Unit Value;
- (c) the dollar amount in each Separate Account or Variable Investment Option and
- (d) the Cash Value.

The terms which require us to send you a report as described above or any written notice as described in any other Section will be satisfied by our mailing any such report or notice to your last known address as shown in our records.

All written notices sent to us will not be effective until received at the Processing Office. Your Contract Number should be included in all correspondence.

SECTION 10.05 ASSIGNMENTS, NONTRANSFERABILITY, NONFORFEITABILITY

No amounts payable under this Contract to a payee other than you may be assigned by that payee unless permitted herein, nor will they be subject to the claims of creditors or to legal process, except to the extent permitted by law. Other restrictions may apply if stated in any endorsement hereto.

SECTION 10.06 PAYMENTS

All amounts payable by you must be paid (in United States dollars) by check payable to us or by any other method acceptable to us.

We will pay (in United States dollars) all amounts hereunder by check or, if so agreed by you and us, by wire transfer.

Any requirement for distribution or withdrawal of interest in the Contract shall be fully discharged by payment of the Death Benefit, Annuity Account Value or Cash Value, whichever is applicable, in accordance with the terms and conditions of the Contract.

TABLE OF GUARANTEED ANNUITY PAYMENTS

**[Amount of Annuity Benefit payable monthly on the Life Annuity Form with Ten
*Years Certain provided by application of \$1,000.]**

<u>Ages</u>	<u>Monthly Income</u>		<u>Age</u>	<u>Monthly Income</u>	
	<u>Males</u>	<u>Females</u>		<u>Males</u>	<u>Females</u>
60	3.69	3.43	78	5.31	4.86
61	3.76	3.48	79	5.43	4.97
62	3.82	3.54	80	5.55	5.10
63	3.89	3.59	81	5.76	5.26
64	3.96	3.65	82	5.97	5.44
65	4.03	3.72	83	6.20	5.64
66	4.11	3.78	84	6.45	5.84
67	4.19	3.85	85	6.71	6.06
68	4.27	3.92	86	6.98	6.29
69	4.36	4.00	87	7.26	6.52
70	4.45	4.08	88	7.56	6.77
71	4.55	4.16	89	7.85	7.02
72	4.64	4.25	90	8.14	7.27
73	4.75	4.34	91	8.43	7.53
74	4.85	4.43	92	8.74	7.79
75	4.96	4.53	93	9.07	8.07
76	5.07	4.64	94	9.43	8.37
77	5.19	4.75	95	9.80	8.69

** At age 80 and over the rates are adjusted so that the certain period does not exceed life expectancy. See Data Pages for Period Certain tables for ages 80 and older.*

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain is based on 2.5% interest and mortality equal to 70% for males and 75% for females of the Annuity 2000 Mortality Table projected for (attained age minus 20, but not less than 30) years at 1% for males and 1.35% for females.

Amounts required for ages or for annuity forms not shown in the above Table or for other annuity forms will be calculated by us on the same actuarial basis.

If a variable annuity form is available from us and elected pursuant to Section 8.01, then the amounts required will be calculated by us based on the 1983 Individual Annuity Mortality Table “a” projected with modified Scale “G” and a modified two year age setback and on an Assumed Base Rate of Net Investment Return of 5.0%.]

DATA

PART A -- This part lists your personal data.

Owner: [JOHN DOE] Age: [59 1/2] Sex: [Male]

[Applicable to Contracts issued on a Joint Life basis without Ownership rights]:

[Successor Owner:] [MARY DOE] Age: [55] Sex: [Female]

[Applicable to Contracts issued on a Joint Life basis with Ownership rights]:

[Successor Owner (and joint owner):] [MARY DOE] Age: [55] Sex: [Female]

Annuitant: [JOHN DOE] Age: [59 1/2] Sex: [Male]

Contract Number: [00000]

Issue Date: [March 1, 2009]

Contract Date: [March 1, 2009]

Maximum Maturity Date: [August 1, 2044]

The Maturity Date may not be later than the Contract Date Anniversary which follows the Annuitant's [95th] birthday. (see Section 8.02)

The Maturity Date is based on the Annuitant's date of birth and will not change under the Contract except as described in Section 8.02. If there is a Successor Owner named under the Contract, the Maturity Date will not change and will continue to be based on the original Annuitant's date of birth.

Beneficiary: [JANE DOE]

PART B -- This part describes certain provisions of your Contract.

Contribution Limits:

Initial Contribution minimum: [\$25,000.]

Subsequent Contribution minimum: [\$1,000]

Subsequent Contributions are not permitted after the later of: (i) the end of the first Contract Year and (ii) the date the first Withdrawal is taken. *[For Issue Ages 45-83]* [In no event are subsequent Contributions permitted anytime after the Annuitant attains age [84]. *[For Issue Ages 84-85]* [In no event are subsequent Contributions permitted more than one year beyond the Issue Date.]

We may refuse to accept any Contribution if the sum of all Contributions under your Contract would then total more than \$1,500,000. We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts owned by the same person, who is the Owner of this Contract, would total [\$2,500,000].

We reserve the right to limit aggregate Contributions made after the first Contract Year to 150% of first year Contributions.

Initial Contribution Received:

[\$100,000.00]

Variable Investment Options available. Your allocation is shown.

<u>Variable Investment Options</u>	<u>Allocation</u>
• [Crossings Conservative Allocation Portfolio	[\$20,000.00]
• Crossings Conservative-Plus Allocation Portfolio	[\$20,000.00]
• Crossings Moderate Allocation Portfolio	[\$20,000.00]
• Crossings Moderate-Plus Allocation Portfolio	[\$20,000.00]
• Crossings Aggressive Allocation Portfolio]	[\$20,000.00]
Total:	[\$100,000.00]

Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [A].

Transfer Rules (see Section 4.02): [Transfer requests must be in writing and delivered by U.S mail to our Processing Office unless we accept an alternative form of communication (such as internet, fax or automated telephone). The use of alternative forms of communication is subject to our rules then in effect for each such service. We may provide information about our rules and the use of communications services in the contract prospectus, prospectus supplements or other notifications, as mailed to your last known address in our records from time to time. Any alternative form of communication that we make available may be changed or discontinued at any time. Communications services may be restricted or denied if we determine that you are using such services for market timing or other trading strategies that may disrupt operation of a Variable Investment Option or have a detrimental effect on the unit value of any Variable Investment Option.

We reserve the right to:

- a) limit transfers among or to the Variable Investment Options to no more than once every 30 days,
- b) require a minimum time period between each transfer into or out of one or more specified Variable Investment Options,
- c) establish a maximum dollar amount that may be transferred by an owner on any transaction date among Variable Investment Options,
- d) reject transfer requests from a person acting on behalf of multiple contract owners unless pursuant to a trading authorization agreement that we have accepted.
- e) impose conditions or limitations on transfer rights, restrict transfers or refuse any particular transfer if we are concerned that market timing, excessive trading or other trading strategies may disrupt operation of an Variable Investment Option or may have a detrimental effect on the unit value of any Variable Investment Option or determine that you have engaged in any such strategy.]

Minimum Withdrawal Amount (see Section 5.01): The minimum withdrawal amount for Lump sum Withdrawals is: [\$300].

Guaranteed Annual Payments (see Section 6.02)

Withdrawals under Automatic Payment Plans:

Withdrawals under an Automatic Payment Plan: May not start sooner than [28] days after issue of this Contract.

You may elect to receive automatic payments based on any of the following frequencies: monthly, quarterly or annually. The frequency you elect determines the amount of the Guaranteed Annual Payment you receive on each scheduled payment date.

You may elect one of the following Automatic Payment Plans to receive your Guaranteed Annual Payments. If you take a lump sum withdrawal once you have elected an Automatic Payment Plan, the Plan will terminate for that and subsequent Contract Years. You may re-elect an Automatic Payment Plan in the following Contract Year provided your Annuity Account Value has not fallen to zero as described in Section 6.02.

[Maximum Payment Plan]: The [Maximum Payment Plan] withdraws the full Guaranteed Annual Payment amount each Contract Year. Payments are based on the frequency you elect under this plan. Each scheduled payment is equal to your Guaranteed Annual Payment amount divided by the number of scheduled payments per year. Any payments that are to be made after the Annuity Account Value falls to zero, as described in Part VI, will continue on the same frequency.

[Customized Payment Plan]: The [Customized Payment Plan] withdraws a fixed amount that is not more than the Guaranteed Annual Payment amount. Payments are based on the amount and frequency of the payment you elect under this plan. If payments are to be made after your Annuity Account Value falls to zero while you are taking payments under the [Customized Payment Plan], then the remaining balance for the Guaranteed Annual Payment for the Contract Year in which your Annuity Account Value fell to zero will be paid in a lump sum and payments equal to the Guaranteed Annual Payment amount will continue to be made thereafter in the same frequency as on the benefit transaction date.

Lifetime Income Benefit - Applicable Percentage (see Section 6.02): The Applicable Percentage is based on your attainment of age [59 1/2] as described in Section 6.02, Lifetime Income Benefit.

<u>Age</u>	<u>Applicable Percentage</u>
[59 1/2 and older]	[5]%

Normal Form of Annuity (see Section 8.04): [Life Annuity 10 Year Period Certain]

[For annuitization ages 80 and greater the “period certain” is as follows]

<u>Annuitization Age</u>	<u>Length of Period Certain</u>
[Up to age 79	10
80 through 81	9
82 through 83	8
84 through 86	7
87 through 88	6
89 through 92	5
93 through 95	4]

Amount of Annuity Benefits (see Section 8.05): The amount applied to provide the Annuity Benefit will be (1) the Annuity Account Value for any life annuity form or (2) the Cash Value for any annuity certain (an annuity form which does not guarantee payments for a person’s lifetime) except that, if the period certain is more than five years, the amount applied will be no less than 95% of the Annuity Account Value.

Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex (see Section 8.06):
[6%] per year

Minimum Amount to be Applied to an Annuity (see Section 8.06): [\$2,000, as well as minimum of \$20 for initial monthly annuity payment.]

PART C – This part describes certain charges in your Contract.

Withdrawal Charges (see Section 9.01): A Withdrawal Charge will be imposed as a percentage of each Contribution made to the extent that a Withdrawal exceeds the Free Withdrawal Amount as discussed in Section 9.01 or, if the Contract is surrendered to receive the Cash Value. We determine the Withdrawal Charge separately for the total of each year's Contributions in accordance with the table below.

<u>Contract Year</u>	<u>Percentage of Contributions</u>
[1	2.00%
2	2.00%
3	2.00%
4 and later	0.00%]

The applicable Withdrawal Charge percentage is determined by the Contract Year in which the withdrawal is made or the **Contract** is surrendered, beginning with "Contract Year 1" with respect to each Contribution withdrawn or surrendered. For purposes of the table, for each Contribution, the Contract Year in which we receive that Contribution is "Contract Year 1."

Withdrawal Charges will be deducted from the Variable Investment Options from which each withdrawal is made in proportion to the amount being withdrawn from each Variable Investment Option.

Free Withdrawal Amount (see Section 9.01): Once Guaranteed Annual Payments have commenced, the Free Withdrawal Amount is equal to the Guaranteed Annual Payment amount at the beginning of the Contract Year minus any amount previously withdrawn during the Contract Year. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions. Prior to the commencement of the Guaranteed Annual Payment, the Free Withdrawal Amount is zero.

The Free Withdrawal Amount does not apply when calculating the withdrawal charge applicable upon a surrender.

No Withdrawal Charge will apply in these events:

1. [the Owner dies and a death benefit is paid; or
2. the receipt by us of a properly completed election form providing for the application of the Annuity Account Value to be used to elect a life annuity as described in Section 8.05; or
3. the Owner has qualified to receive Social Security disability benefits as certified by the Social Security Administration; or
4. we receive proof satisfactory to us that the Owner's life expectancy is six months or less (such proof must include, but is not limited to, certification by a licensed physician); or
5. the Owner has been confined to a nursing home for more than a 90 day period (or such other period, if required in your state) as verified by a licensed physician. A nursing home for this purpose means one which is (i) approved by Medicare as a provider of skilled nursing care services, or (ii) licensed as a skilled nursing home by the state or territory in which it is located (it must be within the United States, Puerto Rico, U.S. Virgin Islands, or Guam and meets all the following:
 - its main function is to provide skilled, intermediate or custodial nursing care;
 - it provides continuous room and board to three or more persons;
 - it is supervised by a registered nurse or practical nurse;
 - it keeps daily medical records of each patient;
 - it controls and records all medications dispensed; and
 - its primary service is other than to provide housing for residents.

The withdrawal charge will apply with respect to a Contribution if the condition as described in items 3, 4 and 5 above existed at the time the Contribution was remitted or if the condition began within the 12 month period following remittance.]

Charges Deducted from Annuity Account Value (see Section 9.02):

- (a) **Annual Administrative Charge:** [None]
- (b) **Charges for State Premium and Other Applicable Taxes:** A charge for applicable taxes, such as state or local premium taxes generally will be deducted from the amount applied to provide an Annuity Benefit under Section 8.02.

This charge will be deducted on a pro-rata basis for the portion of any Contract Year, pursuant to the termination provision of the benefit, in which a Death Benefit is paid pursuant to Section 7.02, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 8.05, or the Contract is surrendered pursuant to Section 5.01.

Number of Free Transfers (see Section 9.03): Currently, the number of free transfers is unlimited. However, we reserve the right to limit the number of free transfers to [12 transfers per Contract Year].

[For each additional transfer in excess of the free transfers, we will charge the lesser of {[\$25] *or* [2% of each transaction amount]} at the time each transfer is processed. The Charge is deducted from the Variable Investment Options from which each transfer is made on a pro-rata basis. This charge may change, subject to a maximum of \$35 for each transaction.]

Annual Charges (see Section 9.04):

The Annual Charge, assessed on a daily basis, includes the following charges:

	<u>Single Life Basis</u>	<u>Joint Life Basis</u>
Contract Charge:	[.60%	.60%
Lifetime Income Benefit:	.50%	.65%
Total:	1.10%	1.25%
Daily Equivalent:	0.003030%	0.003446%]

This charge may decrease in connection with the termination of Successor Owner provisions, as described in Section 7.02, "Payment Upon Death"].

Crossings NQ

Variable Deferred Annuity

Enrollment Form under Group Annuity Contract
No. 2008IFLNQ and Application for Individual
Contract

Mailing Instructions:

Express Mail:

AXA Equitable
Suite 1000, 100 Madison St.
Syracuse, N.Y. 13202

Regular Mail:

Crossings NQ
AXA Equitable
P.O. Box 4704
Syracuse, N.Y. 13221-4704



AXA EQUITABLE

AXA Advisors

For Assistance
Call: 877-999-7384
Fax: 315-477-2873

PLEASE PRINT

1. Type of account (Check one.)

1. ☐ Non-Qualified (NQ)

2. Type of contract (Check one.)

1. ☐ Single Life

2. ☐ Joint Life – Spousal Only (Must complete Section 6.)

3. Contribution amount

Estimated Amount \$ _____

(Initial minimum must be \$25,000.) (2)

Source of Contribution:

- ☐ Check payable to AXA Equitable or Wire
☐ 1035 Exchange* (from **Single** Owner NQ contract)
☐ 1035 Exchange* (from **Joint** Owner NQ contract)
☐ CD or Mutual Fund Transfer

* Additional paperwork is required. Please see additional instructions.

4. Owner

If your Mailing Address is different from the Primary Residential Address below, please provide it on a separate sheet attached to this application.

☐ Male

☐ Female

Social Security No. _____

Name (First) _____ (Middle Initial) _____ (Last) _____

U.S.A. Primary Residential Address only - No P.O. Box Permitted

City _____ State _____ ZIP Code _____

Date of Birth (M/D/Y) _____ Daytime Phone # _____

E-mail Address _____

Valid Driver's License No./Passport #/State Issued ID # _____ State _____ Exp. Date _____
(required by the US Patriot Act)

U.S. Citizen ☐ Yes ☐ No (If no, please complete)

Country _____ Passport No. _____ U.S. Visa Type _____

5. Employer

Name _____ Location (City, State) _____

optional 6. Spouse (For Joint Life only.)

☐ Male ☐ Female

Name (First) _____ (Middle Initial) _____ (Last) _____

Social Security No. _____ Date of Birth (M/D/Y) _____ Daytime Phone # _____

Valid Driver's License No./Passport #/State Issued ID # _____ State _____ Exp. Date _____
(required by the US Patriot Act)

U.S. Citizen ☐ Yes ☐ No (If no, please complete)

Country _____ Passport No. _____ U.S. Visa Type _____

Since you are applying for a NQ contract, you can give your spouse full ownership rights by checking the "Yes" box below.

If you checked "1035 Exchange from Joint Owner" in Section 3, you **must** check "Yes" below. **Do not** check if you checked "1035 Exchange from Single Owner" in Section 3.

☐ Yes, Spouse will have full ownership rights.

7. Beneficiary(ies)

If more than one — indicate %. Total must equal 100%.

Primary

1. _____ %
Primary Beneficiary's Full Name _____

Relationship to Owner _____

2. _____ %
Primary Beneficiary's Full Name _____

Relationship to Owner _____

Contingent

Contingent Beneficiary's Full Name _____

Relationship to Owner _____

8. Payment Plans

CHOOSE 1, 2 or 3 below. If you do not plan to defer your withdrawals, choose 2 or 3 and Frequency and Start Date.

1. ☐ I plan to defer my withdrawals. I understand that in order to take full advantage of this certificate/contract I must take withdrawals.
2. ☐ [Maximum Payment Plan] (calculated by AXA Equitable)
3. ☐ [Customized Payment Plan] (Total withdrawal for the contract year must not exceed your Guaranteed Annual Payment.)
Amount \$ _____

Frequency: ☐ Monthly ☐ Quarterly ☐ Annually

Start Date: The start date will be the first of the month following the month of issue of this contract. If a later date is being requested, complete the following:

_____ (Month, Day, Year)

Withholding Election Information

We will automatically withhold 10% Federal income tax and any required state income tax from the taxable amount unless otherwise instructed.

☐ I do not want to have Federal income tax withheld.

(U.S. residence address and Social Security No. required). Before electing out of withholding, you should consult your tax advisor. If you elect not to have taxes withheld, or if your withholding and estimated tax payments are not enough, you may incur penalties under the estimated tax rules.

Withdrawals may be taxable as ordinary income, and if made prior to age 59½ may be subject to an additional 10% Federal income tax penalty.

9. Replacement

A. Assume the certificate/contract you are applying for with this application will be issued. Will you, or have you already surrendered, withdrawn from, loaned against, changed, or reduced in value any existing life insurance or annuity in connection with this transaction?

☐ Yes ☐ No

If Yes, complete the following:

Company	Type of Plan	Year Issued	Certificate/Contract Number
---------	--------------	-------------	-----------------------------

10. Suitability

1. ☐ Retired ☐ Employed

2. _____
Owner's Occupation

3. _____
Estimated Total Annual Household Income (all sources) Estimated Net Worth (excludes residence)

4. Do you believe this purchase/transaction is in accordance with your investment objectives? ☐ Yes ☐ No

5. Are you associated with or employed by a member of FINRA (formerly NASD)? ☐ Yes ☐ No

If Yes, affiliation: _____

10. Suitability (continued)

6. Marital Status:

☐ Single ☐ Married ☐ Widowed ☐ Divorced

7. Number of Dependents: _____

8. Federal Tax Bracket: _____ %

9. Purpose of Investment:

☐ Retirement Income ☐ Accumulation ☐ Other _____

10. Investment Objective (Choose only one):

☐ Safety of Principal ☐ Income ☐ Income & Growth
☐ Growth ☐ Aggressive Growth

11. Investment Time Horizon (Years you expect to keep this investment):

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐ >10

12. Risk Tolerance (Choose one that applies to this purchase only):

☐ Conservative ☐ Conservative Plus ☐ Moderate
☐ Moderate Plus ☐ Aggressive

Should be consistent with your Risk Profile from the Risk Tolerance Questionnaire.

13. Investment Assets Prior to investment (includes 401(k), IRAs, etc.):

Cash (checking, savings, money market accounts)	\$ _____
CDs	\$ _____
Bonds	\$ _____
Annuities	\$ _____
Mutual Funds	\$ _____
Stocks	\$ _____
Other (excludes primary residence)	\$ _____
Total Investment Assets	\$ _____

14. Investment Experience (in years)

	None	<1	1-4	5+
CDs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bonds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Annuities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mutual Funds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stocks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

15. Source of Funds for this purchase:

(If more than one box is checked, provide percentage of breakdown.)

☐ Cash _____% ☐ Existing investment* _____%
☐ Borrowing* _____%

* Identify Source (i.e., death benefit, custodial account redemption, etc.)

11. Investment options

Allocation Portfolios (Should be consistent with your Investment Objective and your Risk Profile from the Risk Tolerance Questionnaire.)

(Whole Numbers only)

<input type="checkbox"/> Crossings Conservative Allocation	(6T)	_____ %
<input type="checkbox"/> Crossings Conservative-Plus Allocation	(6U)	_____ %
<input type="checkbox"/> Crossings Moderate Allocation	(6V)	_____ %
<input type="checkbox"/> Crossings Moderate-Plus Allocation	(6W)	_____ %
<input type="checkbox"/> Crossings Aggressive Allocation	(6X)	_____ %

Must Total: 100%

12. Fraud warnings

Arkansas/New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. • **Colorado/District of Columbia/Kentucky/Louisiana/Maine/Tennessee:** It is a crime to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. • **Oklahoma:** Any person who knowingly and with intent to injure, defraud or deceive an insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony. • **Ohio:** Any person, who with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an enrollment form/application or files a claim containing a false or deceptive statement is guilty of insurance fraud. • **New Jersey:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties. • **All other states (except Virginia):** Any person who knowingly and with intent to defraud any insurance company files an enrollment form/application or statement of claim containing any materially false, misleading or incomplete information may be guilty of a crime which may be punishable under state or Federal law.

13. Signature and acknowledgements

I/WE UNDERSTAND AND ACKNOWLEDGE THAT: • My account value may increase or decrease and is not guaranteed. • By signing this I acknowledge that I am buying the certificate/contract for its features and benefits other than tax deferral, as the tax deferral feature of the certificate/contract does not provide additional benefits. • All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief. • AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority. • Any change made to the benefits applied for, or to the age at issue, must be agreed to in writing on an amendment. • No person has the authority to make or modify any certificate/contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. • In order to take advantage of the full potential of this contract, I must take payments/withdrawals. • **I acknowledge receipt of the most current prospectus for Crossings and supplement(s) dated _____.** After reviewing the prospectus and my personal finances, I believe this contract will meet my insurable needs and financial objectives. • **Consent for Delivery of Initial Prospectus on CD-ROM:**

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling the Corporate Retirement Support Group at (877-999-7384) and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

X

Proposed Owner's Signature

Signed at: City, State

Date

X

Proposed Joint Owner's Signature

Signed at: City, State

Date

Crossings NQ

Variable Deferred Annuity

Enrollment Form under Group Annuity Contract
No. 2008IFLNQ and Application for Individual Contract

Mailing Instructions:

Express Mail:

AXA Equitable
Suite 1000, 100 Madison St.
Syracuse, N.Y. 13202

Regular Mail:

Crossings NQ
AXA Equitable
P.O. Box 4704
Syracuse, N.Y. 13221-4704

**AXA EQUITABLE**

AXA Advisors

For Assistance
Call: 877-999-7384
Fax: 315-477-2873

PLEASE PRINT

1. Type of account (Check one.)	
1. <input type="checkbox"/> Non-Qualified (NQ)	
2. Type of contract (Check one.)	
1. <input type="checkbox"/> Single Life	
2. <input type="checkbox"/> Joint Life – Spousal Only (Must complete Section 6.)	
3. Contribution amount	
Estimated Amount \$ _____	
(Initial minimum must be \$25,000.)	
Source of Contribution:	
<input type="checkbox"/> Check payable to AXA Equitable or Wire	
<input type="checkbox"/> 1035 Exchange* (from Single Owner NQ contract)	
<input type="checkbox"/> 1035 Exchange* (from Joint Owner NQ contract)	
<input type="checkbox"/> CD or Mutual Fund Transfer	
* Additional paperwork is required. Please see additional instructions.	
4. Owner	
If your Mailing Address is different from the Primary Residential Address below, please provide it on a separate sheet attached to this application.	
<input type="checkbox"/> Male <input type="checkbox"/> Female	
Social Security No. _____	
Name (First) _____ (Middle Initial) _____ (Last) _____	
U.S.A. Primary Residential Address only - No P.O. Box Permitted	
City _____ State _____ ZIP Code _____	
Date of Birth (M/D/Y) _____ Daytime Phone # _____	
E-mail Address _____	
Valid Driver's License No./Passport #/State Issued ID # _____ State _____ Exp. Date _____	
(required by the US Patriot Act)	
U.S. Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, please complete)	
Country _____ Passport No. _____ U.S. Visa Type _____	
5. Employer	
Name _____ Location (City, State) _____	

optional 6. Spouse (For Joint Life only.)	
<input type="checkbox"/> Male <input type="checkbox"/> Female	
Name (First) _____ (Middle Initial) _____ (Last) _____	
Social Security No. _____ Date of Birth (M/D/Y) _____ Daytime Phone # _____	
Valid Driver's License No./Passport #/State Issued ID # _____ State _____ Exp. Date _____	
(required by the US Patriot Act)	
U.S. Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, please complete)	
Country _____ Passport No. _____ U.S. Visa Type _____	
Since you are applying for a NQ contract, you can give your spouse full ownership rights by checking the "Yes" box below.	
If you checked "1035 Exchange from Joint Owner" in Section 3, you must check "Yes" below. Do not check if you checked "1035 Exchange from Single Owner" in Section 3.	
<input type="checkbox"/> Yes, Spouse will have full ownership rights.	
7. Beneficiary(ies) If more than one — indicate %. Total must equal 100%.	
Primary	
1. _____ %	
Primary Beneficiary's Full Name _____	
Relationship to Owner _____	
2. _____ %	
Primary Beneficiary's Full Name _____	
Relationship to Owner _____	
Contingent	
Contingent Beneficiary's Full Name _____	
Relationship to Owner _____	

8. Payment Plans (continued)

CHOOSE 1, 2 or 3 below. If you do not plan to defer your withdrawals, choose 2 or 3 and Frequency and Start Date.

1. ☐ I plan to defer my withdrawals. I understand that in order to take full advantage of this certificate/contract I must take withdrawals.

2. ☐ [Maximum Payment Plan] (calculated by AXA Equitable)

3. ☒ [Customized Payment Plan] (Total withdrawal for the contract year must not exceed your Guaranteed Annual Payment.)

Amount \$ _____

Frequency: ☐ Monthly ☐ Quarterly ☐ Annually

Start Date: The start date will be the first of the month following the month of issue of this contract. If a later date is being requested, complete the following:

____ (Month, Day, Year)

Withholding Election Information

We will automatically withhold 10% Federal income tax and any required state income tax from the taxable amount unless otherwise instructed.

☐ I do not want to have Federal income tax withheld.

(U.S. residence address and Social Security No. required). Before electing out of withholding, you should consult your tax advisor. If you elect not to have taxes withheld, or if your withholding and estimated tax payments are not enough, you may incur penalties under the estimated tax rules.

Withdrawals may be taxable as ordinary income, and if made prior to age 59½ may be subject to an additional 10% Federal income tax penalty.

9. Replacement

A. Do you have any other existing life insurance or annuities?

☐ Yes ☐ No

B. Assume the certificate/contract you are applying for with this application will be issued. Will you, or have you already surrendered, withdrawn from, loaned against, changed, or reduced in value any existing life insurance or annuity in connection with this transaction?

☐ Yes ☐ No

If Yes, complete the following:

Company	Type of Plan	Year Issued	Certificate/Contract Number
---------	--------------	-------------	-----------------------------

10. Suitability

1. ☐ Retired ☐ Employed

2. _____
Owner's Occupation

3. _____
Estimated Total Annual Household Income (all sources) Estimated Net Worth (excludes residence)

4. Do you believe this purchase/transaction is in accordance with your investment objectives? ☐ Yes ☐ No

5. Are you associated with or employed by a member of FINRA (formerly NASD)? ☐ Yes ☐ No

If Yes, affiliation: _____

10. Suitability (continued)**6. Marital Status:**

☐ Single ☐ Married ☐ Widowed ☐ Divorced

7. Number of Dependents: _____

8. Federal Tax Bracket: _____ %

9. Purpose of Investment:

☐ Retirement Income ☐ Accumulation ☐ Other _____

10. Investment Objective (Choose only one):

☐ Safety of Principal ☐ Income ☐ Income & Growth
☐ Growth ☐ Aggressive Growth

11. Investment Time Horizon (Years you expect to keep this investment):

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐ >10

12. Risk Tolerance (Choose one that applies to this purchase only):

☐ Conservative ☐ Conservative Plus ☐ Moderate
☐ Moderate Plus ☐ Aggressive

Should be consistent with your Risk Profile from the Risk Tolerance Questionnaire.

13. Investment Assets Prior to investment (includes 401(k), IRAs, etc.):

Cash (checking, savings, money market accounts)	\$ _____
CDs	\$ _____
Bonds	\$ _____
Annuities	\$ _____
Mutual Funds	\$ _____
Stocks	\$ _____
Other (excludes primary residence)	\$ _____
Total Investment Assets	\$ _____

14. Investment Experience (in years)

	None	<1	1-4	5+
CDs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bonds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Annuities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mutual Funds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stocks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

15. Source of Funds for this purchase:

(If more than one box is checked, provide percentage of breakdown.)

☐ Cash _____% ☐ Existing investment* _____%

☐ Borrowing* _____%

* Identify Source (i.e., death benefit, custodial account redemption, etc.)

11. Investment options

Allocation Portfolios (Should be consistent with your Investment Objective and your Risk Profile from the Risk Tolerance Questionnaire.)

(Whole Numbers only)

<input type="checkbox"/> Crossings Conservative Allocation	(6T)	_____ %
<input type="checkbox"/> Crossings Conservative-Plus Allocation	(6U)	_____ %
<input type="checkbox"/> Crossings Moderate Allocation	(6V)	_____ %
<input type="checkbox"/> Crossings Moderate-Plus Allocation	(6W)	_____ %
<input type="checkbox"/> Crossings Aggressive Allocation	(6X)	_____ %

Must Total: 100%

12. Fraud warnings

Arkansas/New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

• **Colorado/District of Columbia/Kentucky/Louisiana/Maine/Tennessee:** It is a crime to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages.

• **Oklahoma:** Any person who knowingly and with intent to injure, defraud or deceive an insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony.

• **Ohio:** Any person, who with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an enrollment form/application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

• **New Jersey:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

• **All other states (except Virginia):** Any person who knowingly and with intent to defraud any insurance company files an enrollment form/application or statement of claim containing any materially false, misleading or incomplete information may be guilty of a crime which may be punishable under state or Federal law.

(7)

13. Signature and acknowledgements

I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- My account value may increase or decrease and is not guaranteed.
- By signing this I acknowledge that I am buying the certificate/contract for its features and benefits other than tax deferral, as the tax deferral feature of the certificate/contract does not provide additional benefits.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- Any change made to the benefits applied for, or to the age at issue, must be agreed to in writing on an amendment.
- No person has the authority to make or modify any certificate/contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations.
- In order to take advantage of the full potential of this contract, I must take payments/withdrawals.
- **I acknowledge receipt of the most current prospectus for Crossings and supplement(s) dated _____.**
- **After reviewing the prospectus and my personal finances, I believe this contract will meet my insurable needs and financial objectives.**
- **Consent for Delivery of Initial Prospectus on CD-ROM:**

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling the Corporate Retirement Support Group at 877-999-7384, and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

(1)

X

Proposed Owner's Signature _____ Signed at: City, State _____ Date _____

X

Proposed Joint Life Owner's Signature _____ Signed at: City, State _____ Date _____

14. Financial Professional section

Did you determine the source of the customer's funds? ☐ Yes ☐ No

Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction, assuming the certificate/contract applied for will be issued on the life of the Annuitant? ☐ Yes ☐ No

Did you deliver the Annuity Disclosure Brochure to the customer? ☐ Yes ☐ No

Did you view the Driver's License or Passport of all Owners to this enrollment form/application? ☐ Yes ☐ No

(8)

X

Primary Financial Professional Signature _____ Date _____ Agent Code _____

Print Name _____

(1)

<i>SERFF Tracking Number:</i>	<i>ELAS-125867745</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40648</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>CROSSINGS - NQ</i>		
<i>Project Name/Number:</i>	<i>CROSSINGS - NQ/2008IFLNQ-I-A</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ELAS-125867745 State: Arkansas
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 40648
Company Tracking Number:
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: CROSSINGS - NQ
Project Name/Number: CROSSINGS - NQ/2008IFLNQ-I-A

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 10/21/2008
Comments:
Please see attached Certificate of Compliance.
Attachment:
AR Cert of Comp- 10-22-08.pdf

Review Status:

Satisfied -Name: Application 10/21/2008
Comments:
Applications are attached to the Form Schedule tab.

Review Status:

Satisfied -Name: Variable Material 10/22/2008
Comments:
Please see attached Variable Material for Contract and Applications.
Attachments:
Crossings NQ final -Variable Text for Contracts.pdf
Crossings NQ - App variable text.pdf

Review Status:

Satisfied -Name: Filing Letter 10/22/2008
Comments:
Please see attached Filing Letter.
Attachment:
ARKANSAS FILING LETTER - 10-22-08.pdf

Review Status:

Satisfied -Name: Response Letter to 10/27/08 11/24/2008
Objection letter
Comments:
Please see attached Response Letter to 10/27/08 Objection letter.
Attachment:

<i>SERFF Tracking Number:</i>	<i>ELAS-125867745</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40648</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>CROSSINGS - NQ</i>		
<i>Project Name/Number:</i>	<i>CROSSINGS - NQ/2008IFLNQ-I-A</i>		

AR response letter - 11-24-08.pdf

AXA Equitable Life Insurance Company

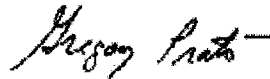
State of Arkansas

**Certificate of Compliance – Regulations 19s 10B
Unfair Sex Discrimination in the sales of Insurance**

**RE: 2008IFLNQ-I-A – Individual Variable Annuity – Contract
2008IFLNQ DP – Individual Variable Annuity – Data Pages
2008 App IFL-NQ – Individual Variable Annuity – Application Form
2008App IFL-NQ-FP – Individual Variable Annuity – Application Form**

I, Gregory Prato, of AXA Equitable Life Insurance Company, do hereby certify that above listed form(s) meet the requirements of Regulation 19s 10B as well as all applicable requirements of Arkansas Department of Insurance.

BY:



Signature

Gregory Prato

Name

Assistant Vice President

Title

October 21, 2008

Date

AXA EQUITABLE LIFE INSURANCE COMPANY (AXA EQUITABLE)
Memorandum of Variable Material

For use with Contract 2008IFLNQ-I-A/B marketed as AXA Equitable's "Crossings"

The following comments describe the nature and scope of the illustrative and variable material contained in the Contract and Data Pages. They are numbered in order of where the bracketed variable text appears in the documents. When applicable, alternate text is provided. The actual Data Pages that a Contract Owner receives will reflect *only* the information based on the Contract Owner's elections at application. The suffix "A" or "B" in the form number denotes the free look provision. The Contract filed will reflect the applicable suffix.

Contract 2008IFLNQ-I-A/B

1. **Contract Cover Page:** These are illustrative numbers, dates, and names that reflect the facts in a given case.
2. **Contract Cover Page:** The company's address may change in the future.
3. **Contract beginning on Page 12, Part VI Lifetime Income Benefit, beginning on Page 18, Part VII Payment Upon Death and beginning on Page 24, Part IX Charges:** Currently the Lifetime Income Benefit is based on the attainment of age 59 1/2 of the Owner or Successor Owner. This may change from time to time on a new business basis and will be done in a manner that is fair and non-discriminatory.
4. **Contract Page 13, Part VI Lifetime Income Benefit, Deferral Bonus:** The Deferral Bonus shown is currently 6%. This may change to a percentage between 4% - 7%, on a new business basis only. Any change will be done in a manner that is fair and non-discriminatory.
5. **Contract Page 13, Part VI Lifetime Income Benefit, Deferral Bonus:** The current period within which Contributions will be counted for purposes of the deferral bonus in the first Contract Year is shown. This period may change to range from the first 60 to 90 days of the Contract Year One. This will be on a new business basis only. Any change will be done in a manner that is fair and non-discriminatory.
6. **Contract Page 13, Part VI Lifetime Income Benefit, Deferral Bonus:** The Contribution exclusion period for determining the Deferral Bonus is currently 12 months. This period may range from 0 to 24 months. This will be on a new business basis only. Any change will be done in a manner that is fair and non-discriminatory.
7. **Contract Page 21, Maturity Date:** Currently the Maturity Date may not be prior to thirteen months from the Contract Date. We will make any change to this period as required to comply with regulatory guidelines.
8. **Contract Page 28, Table of Guaranteed Annuity Payments:** The bracketed material reflects AXA Equitable's current guaranteed annuity rates. These amounts may be revised in the future.

Data Page No. 2008IFLNQ DP

1. **Data Page 1:** These are illustrative numbers, dates, and names that reflect the facts in a given case. Differences which apply, depending on Contract Owner election, are also shown.
2. **Data Page 1, Maximum Maturity Date:** The age at the Maturity Date is currently age 95, however, it may change based on regulatory guidelines.
3. **Data Page 2, Contribution Limits:** The current minimum and maximum contribution amount requirements and related limits are shown. If any amount is changed by us, the Data Page will reflect the applicable amount and accordingly, any related text change thereto. Any change will be made on a uniform and non-discriminatory basis for all Contracts depending on the product, market segment and distribution channel.

4. **Data Page 2, Contribution Limits:** Age limitations for Subsequent Contributions vary by issue age. We reserve the right to change these age requirements in the future to comply with any regulatory or product changes. The following table reflects the current differences in age limitations:

Issue Age	Contribution Age Maximum
45-83	84
84 and 85	One year beyond issue date

5. **Data Page 2, Variable Investment Options:** As provided in Section 2.03 of the Contract, the Investment Options then available from AXA Equitable will be listed here. The Separate Account Variable Investment Options which apply are investment options of AXA Equitable's Separate Account No. A. If this Separate Account is renamed, or other Separate Accounts are added in the future, they will be listed here. If Investment Options are added in the future, pursuant to Section 2.04 of the Contract, the list of Options to be included in the Data Pages will be changed accordingly. Any Separate Account Investment Option will provide for participation only in a separate account for which the Plan of Operation has been approved by the New York Insurance Department.
6. **Data Pages 2 & 3, Transfer Rules:** Current transfer rules and market timing language are shown in the Data Pages. These contracts are not designed for professional market timing organizations, or other organizations or individuals engaging in market timing strategy. These kinds of strategies are disruptive to the underlying portfolios in which the variable investment options invest. We reserve the right to change this language to address disruptive activity.
7. **Data Page 3, Minimum Withdrawal Amount:** The current withdrawal amount requirements are shown. If any amount is changed, the Data Pages for new issues will reflect the applicable amount and accordingly, any related text change thereto. Any change will be made on a uniform and non-discriminatory basis for all Contracts depending on the product, market segment and distribution channel.
8. **Data Page 3, Withdrawals under Automatic Payment Plans:** The wait period may change based on administrative availability in the future. The marketing names of these automatic payment plans are bracketed as they may change before the product launch.
9. **Data Page 4, Applicable Percentage:** The Applicable Percentage shown in the Data Pages is currently 5% based on age 59 1/2 or older. The Applicable Percentage may be based on a different age on a new business basis. If it is based on a different age, the range of the corresponding Applicable Percentage for each age range which will be used, is shown below. This will be on a new business basis and will be done in a manner that is fair and non –discriminatory.

<u>Age</u>	<u>Range of Applicable Percentages</u>
45 to 59	3.00% - 5.00%
60 to 75	4.00% - 6.00%
76 to 85	5.00% - 7.00%
86 and older	6.00% - 8.00%

10. **Data Page 4, Normal Form of Annuity:** The Normal Form of Annuity is shown in the Data Pages. We reserve the right to change it in the future. Any change will be made on a uniform and non-discriminatory basis. Other forms of annuity are available under the Contract. The length of the Period Certain for higher annuitization ages is modified based on IRS rules and may change in the future based on changes according to the Federal Tax Regulations.
11. **Data Page 4, Misstatement of Age or Sex and Minimum Amount to be Applied to an Annuity:** The bracketed material reflects AXA Equitable's current policy regarding the determination of the amount of annuity benefits including any adjustment as a result of misstatements. These amounts may be revised in the future for all Contracts.

12. **Data Page 5, Withdrawal Charges:** Sections 9.01 and 9.05 of the Contract gives AXA Equitable the right to waive or reduce the Withdrawal Charges. The charges can vary from “0%” to the percentage figures shown on the data pages. Any changes will be made on a uniform basis among all Contracts depending on the market.
13. **Data Page 6, Annual Administrative Charge:** The current Administrative Charge and any applicable minimum Annuity Account Value for its waiver are reflected in the Data Pages. We reserve the right to change these amounts for new issues of this Contract. The maximum charge shall not exceed \$50 per Contract Year. Any change will be made on a uniform and non-discriminatory basis.
14. **Data Page 6, Number of Free Transfers:** We reserve the right to limit the number of free transfers in the future. The limitations for free transfers are provided. The charges for any transfer in excess of such limitation are also provided. The maximum charge for any transfer will not exceed \$35.
15. **Data Page 6, Annual Charges:** Sections 9.04 and 9.05 of the Contract give AXA Equitable the right to change the Annual Charge. We will do so to reflect changes in administrative expenses, death benefit, mortality experience, sales (distribution) expenses, the Lifetime Income benefit and any other applicable expenses subject to any regulatory approvals that apply. The range for the Annual Charge is as follows:
- | | |
|--------------|---------------|
| Single Life: | 0.80% - 1.45% |
| Joint Life: | 0.95% - 1.60% |

AXA EQUITABLE LIFE INSURANCE COMPANY
Description of Illustrative and Variable Text
For Applications **2008 App IFL-NQ and 2008 App IFL-NQ-FP**

The following comments describe the nature and scope of the illustrative and variable material in the form. They are numbered to correspond to the numbers that are handwritten on the enrollment form and application that are filed for approval, and have been placed adjacent to the bracketed areas on the form that may change. In addition, we may include in each section statements that provide instructions on how to complete the application to simplify administration and systems processing.

1. This material should be considered administrative in nature and is subject to change. This includes the address and telephone number for our processing office and the catalog number of the form.
2. We reserve the right to change the minimum contribution amounts.
3. The information requested may be changed or added as a result of requirements of the U.S. Patriot Act.
4. The marketing names of these automatic payment plans are bracketed as they may change before the product launch.
5. Suitability questions may be changed or added as a result of FINRA, other regulatory agency, or the company requiring such change.
6. The Investment Options available from AXA Equitable will be listed here and have been approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits Investment Options or changes the Separate Account pursuant to the terms of the Contract, the list of Investment Options will be changed accordingly.
7. Fraud language may be added or revised as required by state law.
8. Registered Representative questions may be changed or added as a result of company or regulatory requirements.



Susan Shamlian
Manager - Policy Forms
Annuity Product Management &
Filing
1290 Avenue of the Americas
Mail Drop 14.125A
New York, NY 10104
Phone: (212) 314-6742
Fax: (212) 707-7493
susan.shamlian@axa-financial.com

VIA SERFF®

October 22, 2008

Ms. Julie Benafield Bowman
Insurance Commissioner
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904

RE: AXA Equitable Life Insurance Company
NAIC #968-62944
FEIN # 13-5570651

2008IFLNQ-I-A – Individual Variable Annuity – Contract
2008IFLNQ DP – Individual Variable Annuity – Data Pages
2008 App IFL-NQ – Individual Variable Annuity – Application Form
2008App IFL-NQ-FP – Individual Variable Annuity – Application Form

Dear Commissioner Bowman:

We are filing for your approval the above referenced flexible premium variable deferred annuity Contract, Data Pages Application forms.

These are new forms and will not replace any previously approved forms. Upon approval, the referenced forms will allow us to introduce a new version of our Crossings variable annuity for the non-qualified market segment. The Contract submitted herein is similar to the Crossings Contract 2007IFL-I-A(rev 11-07) for the IRA, Roth IRA and NTA (Non-Transferable Annuity) markets as previously approved by the Department on December 3, 2007 under State Tracking No. 37435.

The Contract filed herein varies from the previously approved Crossings Contract in that it has been modified to incorporate provisions for the non-qualified market, such as the required owner death distribution rules and a successor owner provision. In this filing, there is no separate market segment endorsement; all market segment text has been incorporated into the Contract.

AXA Equitable Life Insurance Company
1290 Avenue of the Americas, New York, NY 10104 Tel: (212) 314-6742 Fax: (212) 707-7493

Be Life. Confident

The remaining features of this Contract described below are the same as the Crossings product previously approved.

The Crossings product is designed for the “at-retirement” marketplace and will be available for individuals ages 45 through 85. The Non-Qualified Crossings product will be marketed to individuals who are eligible for distributions of post-tax non-qualified monies from an Employer plan due to separation of service or retirement. The Data Pages submitted are issued with the Contract. Data Pages 2008IFLNQ DP are issued for all cases and will describe product features as well as owner specific data.

“Crossings” is designed to help individuals manage the transition from accumulation of retirement savings to lifetime income. A minimum contribution of \$25,000 is required to purchase the contract. Subsequent contributions may be made. Variable investment funds are available under the contract; there is no general account or modified guaranteed annuity investment option. This product has a total daily charge of the net assets of the variable investment options which is equivalent to an annual rate of (i) 1.10% for a Single Life option or (ii) 1.25% for a Joint Life option. It also has a three (3) year Withdrawal Charge Schedule of 2/2/0.

The Lifetime Income Benefit described in Part VI of the contract is a guaranteed minimum withdrawal benefit with a lifetime guarantee. The benefit guarantees that the contract owner can take withdrawals, up to a maximum amount per year, which are referred to in the contract as the “Guaranteed Annual Payments.” Payments continue even if the Annuity Account Value falls to zero. If the Annuity Account Value falls to zero, the contract will terminate and a life annuity will be issued for payments that are to continue. Such life annuity will have no cash value. The product will be available on a single life basis or on a joint life basis for spouses.

The Lifetime Income benefit is irrevocable. The benefit is reduced by any “Excess Withdrawals.” An Excess Withdrawal is a withdrawal that causes the total amount withdrawn during a contract year to exceed the Guaranteed Annual Payment amount. If an Excess Withdrawal occurs, the Income Base described in the next paragraph is reset to the lesser of its amount prior to the withdrawal and the annuity account value after the withdrawal, and the Guaranteed Annual Payment amount is recalculated on the basis of the reset Income Base. If Excess Withdrawals cause the Income Benefit and Annuity Account Value to fall to zero, the contract will terminate without value.

The Guaranteed Annual Payment amount is equal to the “Applicable Percentage” of the “Income Base”. The Income Base is equal to the initial contribution and may be increased by subsequent contributions if permitted. The Income Base will also be increased to equal the Annuity Account Value on any Contract Date Anniversary on which the Annuity Account Value exceeds the prior Income Base (a so-called “ratchet” type feature). The Income Base may also be increased by a “Deferral Bonus” until any type of withdrawal is taken. The Income Base is not reduced by withdrawals except those that are Excess Withdrawals. The “Applicable Percentage” is currently 5% and begins when the Owner or, if younger, the Successor Owner turns age 59 1/2 at the time of the first Withdrawal.

The entire contract is comprised of the Contract and Data Pages.

Application Form 2008 App IFL-NQ will be used with Contract 2008IFLNQ-I-A. The application] form is new and does not replace any previously approved form. Application Form 2008 App IFL-NQ-FP will only be used if, in the future, we begin to sell this product through our agent channel.

This product will be sold only through AXA Equitable’s sales desk that is comprised of our employees at this time. In the future, we may sell this product through our agent channel. The intended population for this product is individuals planning for retirement from large corporations.

In addition, we have enclosed the Actuarial Basis Memorandum and Memorandum of Variable Material.

This form will be used only with variable annuities, and is therefore not subject to readability requirements.

State filing fee is being paid via SERFF EFT.

If you have any questions or need additional information, you may contact me at (212) 314-6742 or Greg Prato at (212) 314-5710.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan Shamlian". The signature is fluid and cursive, with a horizontal line extending from the end.

Susan Shamlian

Susan Shamlian
Manager - Policy Forms
Annuity Product Management &
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1290 Avenue of the Americas
Mail Drop 14.125A
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susan.shamlian@axa-financial.com

VIA SERFF®

November 24, 2008

Ms. Linda Bird
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904

**RE: SERFF Tracking Number: ELAS-125867745
State Tracking Number: 40648**

Dear Ms. Bird:

Thank you for your letter dated October 27, 2008 to Mr. Gregory Prato regarding the above filing.

In response to your letter, we have reviewed Arkansas Regulation 6 and hereby provide assurance that AXA Equitable is in compliance with the provisions of such Regulation.

We hope that the enclosed addresses the Department's concerns.

We look forward to hearing from you. If you have any questions or require additional information, please do not hesitate to contact me at (212) 314-6742, or Greg Prato at (212) 314-5710.

Cordially,



Susan Shamlian

<i>SERFF Tracking Number:</i>	<i>ELAS-125867745</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40648</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>CROSSINGS - NQ</i>		
<i>Project Name/Number:</i>	<i>CROSSINGS - NQ/2008IFLNQ-I-A</i>		

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Individual Variable Annuity Application Form	10/22/2008	2008 App IFL-NQ-FL 10-22-08.pdf

Crossings NQ

Variable Deferred Annuity

Enrollment Form under Group Annuity Contract
No. 2008IFLNQ and Application for Individual Contract

Mailing Instructions:

Express Mail:

AXA Equitable
Suite 1000, 100 Madison St.
Syracuse, N.Y. 13202

Regular Mail:

Crossings NQ
AXA Equitable
P.O. Box 4704
Syracuse, N.Y. 13221-4704

**AXA EQUITABLE**

AXA Advisors

For Assistance
Call: 877-999-7384
Fax: 315-477-2873

PLEASE PRINT

1. Type of account (Check one.)	
1. <input type="checkbox"/> Non-Qualified (NQ)	
2. Type of contract (Check one.)	
1. <input type="checkbox"/> Single Life	
2. <input type="checkbox"/> Joint Life – Spousal Only (Must complete Section 6.)	
3. Contribution amount	
Estimated Amount \$ _____	
(Initial minimum must be \$25,000.)	
Source of Contribution:	
<input type="checkbox"/> Check payable to AXA Equitable or Wire	
<input type="checkbox"/> 1035 Exchange* (from Single Owner NQ contract)	
<input type="checkbox"/> 1035 Exchange* (from Joint Owner NQ contract)	
<input type="checkbox"/> CD or Mutual Fund Transfer	
* Additional paperwork is required. Please see additional instructions.	
4. Owner	
If your Mailing Address is different from the Primary Residential Address below, please provide it on a separate sheet attached to this application.	
<input type="checkbox"/> Male <input type="checkbox"/> Female	
Social Security No. _____	
Name (First) _____ (Middle Initial) _____ (Last) _____	
U.S.A. Primary Residential Address only - No P.O. Box Permitted	
City _____ State _____ ZIP Code _____	
Date of Birth (M/D/Y) _____ Daytime Phone # _____	
E-mail Address _____	
Valid Driver's License No./Passport #/State Issued ID # _____ State _____ Exp. Date _____	
(required by the US Patriot Act)	
U.S. Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, please complete)	
Country _____ Passport No. _____ U.S. Visa Type _____	
5. Employer	
Name _____ Location (City, State) _____	

optional 6. Spouse (For Joint Life only.)
<input type="checkbox"/> Male <input type="checkbox"/> Female
Name (First) _____ (Middle Initial) _____ (Last) _____
Social Security No. _____ Date of Birth (M/D/Y) _____ Daytime Phone # _____
Valid Driver's License No./Passport #/State Issued ID # _____ State _____ Exp. Date _____
(required by the US Patriot Act)
U.S. Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, please complete)
Country _____ Passport No. _____ U.S. Visa Type _____
Since you are applying for a NQ contract, you can give your spouse full ownership rights by checking the "Yes" box below.
If you checked "1035 Exchange from Joint Owner" in Section 3, you must check "Yes" below. Do not check if you checked "1035 Exchange from Single Owner" in Section 3.
<input type="checkbox"/> Yes, Spouse will have full ownership rights.
7. Beneficiary(ies) If more than one — indicate %. Total must equal 100%.
Primary
1. _____ %
Primary Beneficiary's Full Name _____
Relationship to Owner _____
2. _____ %
Primary Beneficiary's Full Name _____
Relationship to Owner _____
Contingent
Contingent Beneficiary's Full Name _____
Relationship to Owner _____

8. Payment Plans (continued)

CHOOSE 1, 2 or 3 below. If you do not plan to defer your withdrawals, choose 2 or 3 and Frequency and Start Date.

1. ☐ I plan to defer my withdrawals. I understand that in order to take full advantage of this certificate/contract I must take withdrawals.

2. ☐ [Maximum Payment Plan] (calculated by AXA Equitable)

3. ☒ [Customized Payment Plan] (Total withdrawal for the contract year must not exceed your Guaranteed Annual Payment.)

Amount \$ _____

Frequency: ☐ Monthly ☐ Quarterly ☐ Annually

Start Date: The start date will be the first of the month following the month of issue of this contract. If a later date is being requested, complete the following:

____ (Month, Day, Year)

Withholding Election Information

We will automatically withhold 10% Federal income tax and any required state income tax from the taxable amount unless otherwise instructed.

☐ I do not want to have Federal income tax withheld.

(U.S. residence address and Social Security No. required). Before electing out of withholding, you should consult your tax advisor. If you elect not to have taxes withheld, or if your withholding and estimated tax payments are not enough, you may incur penalties under the estimated tax rules.

Withdrawals may be taxable as ordinary income, and if made prior to age 59½ may be subject to an additional 10% Federal income tax penalty.

9. Replacement

A. Do you have any other existing life insurance or annuities?

☐ Yes ☐ No

B. Assume the certificate/contract you are applying for with this application will be issued. Will you, or have you already surrendered, withdrawn from, loaned against, changed, or reduced in value any existing life insurance or annuity in connection with this transaction?

☐ Yes ☐ No

If Yes, complete the following:

Company	Type of Plan	Year Issued	Certificate/Contract Number
---------	--------------	-------------	-----------------------------

10. Suitability

1. ☐ Retired ☐ Employed

2. _____
Owner's Occupation

3. _____
Estimated Total Annual Household Income (all sources) Estimated Net Worth (excludes residence)

4. Do you believe this purchase/transaction is in accordance with your investment objectives? ☐ Yes ☐ No

5. Are you associated with or employed by a member of FINRA (formerly NASD)? ☐ Yes ☐ No

If Yes, affiliation: _____

10. Suitability (continued)**6. Marital Status:**

☐ Single ☐ Married ☐ Widowed ☐ Divorced

7. Number of Dependents: _____

8. Federal Tax Bracket: _____ %

9. Purpose of Investment:

☐ Retirement Income ☐ Accumulation ☐ Other _____

10. Investment Objective (Choose only one):

☐ Safety of Principal ☐ Income ☐ Income & Growth
☐ Growth ☐ Aggressive Growth

11. Investment Time Horizon (Years you expect to keep this investment):

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐ >10

12. Risk Tolerance (Choose one that applies to this purchase only):

☐ Conservative ☐ Conservative Plus ☐ Moderate
☐ Moderate Plus ☐ Aggressive

Should be consistent with your Risk Profile from the Risk Tolerance Questionnaire.

13. Investment Assets Prior to investment (includes 401(k), IRAs, etc.):

Cash (checking, savings, money market accounts)	\$ _____
CDs	\$ _____
Bonds	\$ _____
Annuities	\$ _____
Mutual Funds	\$ _____
Stocks	\$ _____
Other (excludes primary residence)	\$ _____
Total Investment Assets	\$ _____

14. Investment Experience (in years)

	None	<1	1-4	5+
CDs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bonds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Annuities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mutual Funds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stocks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

15. Source of Funds for this purchase:

(If more than one box is checked, provide percentage of breakdown.)

☐ Cash _____% ☐ Existing investment* _____%

☐ Borrowing* _____%

* Identify Source (i.e., death benefit, custodial account redemption, etc.)

11. Investment options

Allocation Portfolios (Should be consistent with your Investment Objective and your Risk Profile from the Risk Tolerance Questionnaire.)

(Whole Numbers only)

<input type="checkbox"/> Crossings Conservative Allocation	(6T)	_____ %
<input type="checkbox"/> Crossings Conservative-Plus Allocation	(6U)	_____ %
<input type="checkbox"/> Crossings Moderate Allocation	(6V)	_____ %
<input type="checkbox"/> Crossings Moderate-Plus Allocation	(6W)	_____ %
<input type="checkbox"/> Crossings Aggressive Allocation	(6X)	_____ %

Must Total: 100%

12. Fraud warnings

Arkansas/New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

• **Colorado/District of Columbia/Kentucky/Louisiana/Maine/Tennessee:** It is a crime to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages.

• **Oklahoma:** Any person who knowingly and with intent to injure, defraud or deceive an insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony.

• **Ohio:** Any person, who with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an enrollment form/application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

• **New Jersey:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

• **All other states (except Virginia):** Any person who knowingly and with intent to defraud any insurance company files an enrollment form/application or statement of claim containing any materially false, misleading or incomplete information may be guilty of a crime which may be punishable under state or Federal law.

(7)

13. Signature and acknowledgements

I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- My account value may increase or decrease and is not guaranteed.
- By signing this I acknowledge that I am buying the certificate/contract for its features and benefits other than tax deferral, as the tax deferral feature of the certificate/contract does not provide additional benefits.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- Any change made to the benefits applied for, or to the age at issue, must be agreed to in writing on an amendment.
- No person has the authority to make or modify any certificate/contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations.
- In order to take advantage of the full potential of this contract, I must take payments/withdrawals.
- **I acknowledge receipt of the most current prospectus for Crossings and supplement(s) dated _____.**
- **After reviewing the prospectus and my personal finances, I believe this contract will meet my insurable needs and financial objectives.**
- **Consent for Delivery of Initial Prospectus on CD-ROM:**

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling the Corporate Retirement Support Group at 877-999-7384, and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

(1)

X

Proposed Owner's Signature _____ Signed at: City, State _____ Date _____

X

Proposed Joint Life Owner's Signature _____ Signed at: City, State _____ Date _____

14. Financial Professional section

Did you determine the source of the customer's funds? ☐ **Yes** ☐ **No**

Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction, assuming the certificate/contract applied for will be issued on the life of the Annuitant? ☐ **Yes** ☐ **No**

Did you deliver the Annuity Disclosure Brochure to the customer? ☐ **Yes** ☐ **No**

Did you view the Driver's License or Passport of all Owners to this enrollment form/application? ☐ **Yes** ☐ **No**

(8)

X

Primary Financial Professional Signature _____ Date _____ Agent Code _____

Print Name _____

(1)